1. **Purpose of Report**
   
   **1.1** To present to the Panel amendments to Human Resource Policies.

2. **Outcomes**
   
   **2.1** The amendment to existing policies and procedures.

3. **Recommendation/s**
   
   **3.1** That the Panel approve the policies and arrangements set out in Section 5.

4. **Background**
   
   **4.1** From time to time the Council needs to develop new policies and working arrangements to ensure we comply with statutory requirements and effectively manage our human resources.

   **4.2** The development of new policies and the review of existing policies will also be informed by employment best practice and the organisational needs of the Council.

5. **Key Issues and Proposals**
   
   **5.1** Managing Stress in the Workplace
   Maternity, Paternity and Adoption Policy
   Shared Parental Leave and Notification Procedures
   Employee Code of Conduct
   Pay and TOIL Policy

   **5.2**
   
   Appendix 1 Reviewed
   Appendix 2 Reviewed
   Appendix 3 New Document
   Appendix 4 Reviewed
   Appendix 5 New Document
5.2 The Managing Stress in the Workplace Policy has just minor changes updating it in line with current policies and practice.

5.3 The Maternity, Paternity and Adoption Policy has been updated in line with legislative changes in place for babies born or placed for adoption on or after 5 April 2015. There is a new entitlement to ‘Shared Parental Leave’ and an overview of this was included in the policy for the November 2014 review but due to the complicated notification procedures it has been decided to produce a procedural document separate to the policy so much of this has been taken out to avoid duplication.

5.4 The new Shared Parental Leave and Notification Procedures although not a Policy has been included for reference.

5.5 The Employee Code of Conduct has been rewritten to provide staff with more information about what is expected of them in terms of relationships with councillors, contractors, declaring personal interests, accepting gifts and hospitality etc.

5.6 The Pay and TOIL Policy is a new document that combines the Pay and Grading Policy with the TOIL Policy. It has been reviewed and reworded in parts to remove duplication and provide clarity.

### FINANCIAL AND LEGAL IMPLICATIONS

<table>
<thead>
<tr>
<th>Finance</th>
<th>There are no specific Finance issues associated to this report.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal</td>
<td>There are no specific Legal issues associated to this report. However failure to comply with appropriate legislation may expose the Council to litigation.</td>
</tr>
</tbody>
</table>

### OTHER RISKS/IMPLICATIONS: CHECKLIST

If there are significant implications arising from this report on any issues marked with a ✓ below, the report author will have consulted with the appropriate specialist officers on those implications and addressed them in the body of the report. There are no significant implications arising directly from this report, for those issues marked with a x.

<table>
<thead>
<tr>
<th>Implications</th>
<th>✓ / x</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Safety</td>
<td>x</td>
</tr>
<tr>
<td>Equality and Diversity</td>
<td>x</td>
</tr>
<tr>
<td>Sustainability</td>
<td>x</td>
</tr>
<tr>
<td>Health and Safety</td>
<td>x</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Risks/Implications</th>
<th>✓ / x</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asset Management</td>
<td>x</td>
</tr>
<tr>
<td>Climate Change</td>
<td>x</td>
</tr>
<tr>
<td>Data Protection</td>
<td>x</td>
</tr>
<tr>
<td>Report Author</td>
<td>Telephone No.</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Head of Business Support</td>
<td>(01253) 887316</td>
</tr>
</tbody>
</table>

**List of Background Papers:**

<table>
<thead>
<tr>
<th>Name of Document</th>
<th>Date</th>
<th>Where available for inspection</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**LIST OF APPENDICES**

Appendix 1. Managing Stress in the Workplace  
Appendix 2. Maternity, Paternity and Adoption Policy  
Appendix 3. Shared Parental Leave and Notification Procedures  
Appendix 4. Employee Code of Conduct  
Appendix 5. Pay and TOIL Policy

arm/empap/cr/15/0903lh1
Managing Stress in the Workplace

March 2015
<table>
<thead>
<tr>
<th>Section</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Introduction</td>
<td>3</td>
</tr>
<tr>
<td>2. Who do these Arrangements Affect?</td>
<td>3</td>
</tr>
<tr>
<td>3. What is Undue Pressure?</td>
<td>3</td>
</tr>
<tr>
<td>4. What is Stress?</td>
<td>3</td>
</tr>
<tr>
<td>5. Why Manage Stress?</td>
<td>4</td>
</tr>
<tr>
<td>6. How is Stress Managed Corporately?</td>
<td>4</td>
</tr>
<tr>
<td>7. How is Stress Identified and Managed Locally?</td>
<td>5</td>
</tr>
<tr>
<td>8. Individual Stress Assessments</td>
<td>6</td>
</tr>
<tr>
<td>9. Stress due to Events Outside of Work</td>
<td>7</td>
</tr>
<tr>
<td>10. Sickness Absence due to Stress</td>
<td>7</td>
</tr>
<tr>
<td>11. Responsibilities</td>
<td>7</td>
</tr>
<tr>
<td>12. Confidentiality</td>
<td>8</td>
</tr>
</tbody>
</table>
1. Introduction

1.1 This Council firmly believes that its employees are its most valuable asset and to enable all staff to perform at their best it is committed to promoting a positive working environment, free from unnecessary or undue pressures. To help ensure and maintain such an environment the Council will work in collaboration with employees, managers, Occupational Health and recognised Trade Unions. The Council will also, where appropriate, work in partnership with external bodies, for example, the Health and Safety Executive, Primary Care Trust.

1.2 The Council will support any member of staff who is identified as being subjected to undue pressure at work or experiencing symptoms of stress due to events or concerns outside of work. The Council will achieve this by encouraging early reporting of symptoms by employees, by training line managers to recognise symptoms and informing line managers and employees of the appropriate support mechanisms available.

1.3 These arrangements both support and are supported by other Council arrangements, policies and procedures such as, Attendance Management, Flexible Working, Equal Opportunities, Risk Assessment, Performance Management and Dignity at Work.

2. Who do these Arrangements Affect?

2.1 Any person employed by this Council who:

- May potentially suffer from undue pressure.
- May manage persons who may be affected by undue pressure.

3. What is Undue Pressure?

3.1 Undue pressure is a complex issue that can often involve multiple causes. These causes may be related to events or circumstances in the workplace, may emanate from home life or may result as a combination both.

3.2 Most individuals will experience, in their life, times when they feel they are subjected to undue pressure. Such times may occur following bereavements, serious illness, a period of unscheduled unemployment or major upheaval.

3.3 In the workplace pressure or challenges can often have a positive effect by motivating individuals and assisting the organisation in its achievement of targets and goals. However persistent undue pressure may result in some individuals experiencing adverse reactions, in other words feeling stressed.

4. What is Stress?

4.1 The Health & Safety Executive (HSE) defines stress as “the adverse reaction people have to excessive pressure or other types of demand placed upon them”. This definition makes an important distinction between pressure and challenges at work that keep individuals motivated, and stress which can sometimes be detrimental to health.

4.2 The Council aims to ensure that all employees understand stress, particularly occupational (work-related) stress and how to identify, prevent and control it. The Council recognises the potential effects stress may have upon performance and attendance and will therefore deal with such matters sensitively and appropriately.
5. Why Manage Stress?

5.1 The Council has implemented these arrangements in order to reduce the likelihood of occupational stress related illnesses and help ensure the continued good health and well being of all Council employees. Prolonged exposure to undue pressure may significantly increase the risk of psychological and physiological damage, including depression and anxiety conditions.

5.2 Compliance with these arrangements effectively demonstrates the Council’s compliance with current health, safety and employment legislation, thereby preventing potential legal prosecutions. Compliance with these arrangements will also help to minimise the likelihood of stress related illness and will therefore reduce the potential for stress related absenteeism and consequently any resulting employee liability claims.

6. How is Stress Managed Corporately?

6.1 Policies and Procedures

The Council has a number of policies and procedures in place that significantly reduce the likelihood of undue pressure (therefore reducing the potential for stress) amongst its employees; these can be found in the Human Resources Section on the Intranet and include:

- Flexible Working & Work Life Balance Policy.
- Leave and Work Life Balance Policy
- Dignity at Work Policy.
- Promoting Attendance & Controlling Absence Policy.
- Whistleblowing Policy.
- Employee Code of Conduct.
- Equal Opportunities Policy.
- Extended Authorised Absence Policy.
- Grievance Procedures.
- Performance Management Scheme.
- Exit interviews.
- Risk assessment.

6.2 Staff Surveys

Corporately the Council carry out staff surveys which help to identify areas of undue pressure within the organisation. From the results of these surveys Action Plans will be produced to eliminate or reduce the likelihood of undue pressure occurring in areas identified as at risk.

6.3 Employee Support Programme (EAP)

The Council provides a free of charge Employee Assistance Programme (EAP) to all employees. The EAP can help and support employees with many of the issues and difficulties they face, whether work or home related. The EAP is provided by a company that is completely independent from the Council. The comprehensive service offers guidance on financial, legal, work, personal, stress and family care issues.

The confidential EAP telephone help line is available 24 hours a day, 7 days a week, 365 days a year. Calls will be answered by a trained and experienced professional who will discuss problems with employees.

Information regarding the EAP is available in the form of leaflets, posters and on the
intranet. Information regarding the service is provided to all new employees at induction. 

_EAP can be contacted on 0800 882 4102._

Information is also available on-line at [www.pamassist.co.uk](http://www.pamassist.co.uk) using the following details:

Username: Wyre
Password: Council

6.4 **Occupational Health**

The Council provides an Occupational Health Service for employees that can be accessed through their line manager or the Human Resources Team. Upon referral, the Occupational Health Advisor will assess the employee and has the option to recommend various treatments, including confidential counselling. A maximum of 6 counselling sessions may be provided, if appropriate.

6.5 **Other Activities**

Employees are encouraged to access:
- the programme of activities available at the Poulton Community YMCA. Further information can be accessed by the Intranet pages of Leisure Services Or
- the wellbeing sessions held by Mindsmatter, Lancashire Care NHS.

7. **How is Stress Identified and Managed Locally**

7.1 The Council’s risk assessment arrangements require that all activities that carry a significant risk are assessed. Such assessments must include consideration and assessment of the risk from undue pressure. The assessment must determine the controls already in place to manage undue pressure and decide if these controls are adequate or if further controls are required. If further controls are required these must be agreed with the person responsible for managing the activity and once agreed implemented and monitored.

7.2 For an example risk assessment see appendix 1. The arrangements for carrying out a risk assessment and the template required can be found on the Intranet under the Health & Safety pages.

7.3 Local monitoring of sickness absence along with the conducting of return to work interviews will further help line managers identify individual employees suffering from signs of undue pressure or the symptoms of stress. The line manager may then use any of the previously mentioned corporate policies to help manage and improve the situation, for example the line manager may wish to offer flexible working or special leave. Line managers may also refer employees to the EAP helpline or the Occupational Health Service if they feel employees may be at risk from or are showing symptoms of stress (for signs of stress see appendix 2).

7.4 Line managers must ensure that they have an effective process to facilitate two way communications between themselves and their team members. Communication processes may include one-to-ones, team meetings, supervision meetings, informal chats, appraisal meetings etc. Employees should be encouraged to raise concerns and discuss any relevant problems.

7.5 All employees have a legal duty to report any symptoms of work related ill health (including stress) and must be encouraged to do so at the earliest opportunity. Employees also have a duty to co-operate with line management on issues relating to health and or safety. This duty extends to attending any service offered to reduce, combat or eliminate
the likelihood of stress.

### 8. Individual Stress Assessments

8.1 Where there are concerns that a member of staff may be under undue pressure an individual stress assessment must be carried out see appendix 3.

8.2 The stress assessment is a systematic process that looks at the detail of a person’s role, it should ideally be carried out with the line manager as they are often the people best placed to control the workload and allocation of responsibilities. In situations where the employee – manager relationship may be an issue the process may be carried out by another appropriate manager.

8.3 Consideration should be given to the following which are potential causes of stress in the workplace. This should be done jointly between the employee and their manager and carried out privately without interruption.

8.3.1 Demands of the Role – how is the employee coping with the demands of their job, this includes work patterns, work environment, skills and their capability?

8.3.2 Control of their work – how much say does the employee have in the way they do their work, timing of breaks, control over pace, use of skills and initiative or opportunity to develop?

8.3.3 Support in work – this includes support from line management & colleagues and other support structures e.g. resources, networks etc.

8.3.4 Relationships – are working relationships with managers and colleagues free from bullying and other unacceptable behaviours?

8.3.5 Role in the organisation – do individuals clearly know what their role and responsibilities are? Is there any confusion or lack of clarity regarding what is expected of them?

8.3.6 Managing change – how change is or has been managed and communicated. Are individuals given timely information regarding changes that may affect them?

8.4 Any actions identified as a result of carrying out the stress assessment should be agreed and both the manager and employee should sign the assessment form and any supplementary notes.

### 9. Stress due to Events/Issues Outside of Work

9.1 Where stress is recognised or cited by an employee the following action should be taken ideally by their direct line manager.

- Discuss the matter fully with the employee ensuring complete confidentiality
- Refer to Occupational Health
- Encourage the employee to contact the EAP service
- Consider if any flexible working options may assist the employee
- Carry out an individual stress risk assessment if appropriate

### 10. Sickness Absence due to Stress

10.1 Absences should be dealt with in line with the Promoting Attendance Controlling Absence
Policy.

10.2 Any employee who is absent from work due to stress should be referred to Occupational Health at the earliest opportunity.

10.3 Where Occupational Health recommends that work would be beneficial to the employee consideration should be given to whether arrangements such as home working, flexible working options or phased return can be made to enable the employee to return at the earliest opportunity.

10.4 Where work is cited as a possible cause of the stress absence the line manager or other appropriate person should meet with the employee to carry out the individual stress risk assessment with any actions agreed as an outcome assisting a return to work.

11. Responsibilities

11.1 Human Resources

- Management of the Occupational Health Service.
- Management of the Employee Assistance Programme.
- Facilitation of surveys to help identify areas where undue pressure may be occurring in the Council.
- Facilitation of stress related training.
- Provide advice, support and guidance to the Council and its line managers on matters relating to stress management.
- Produce absence reports highlighting incidents of stress related absence.
- Ensure appropriate supporting policies, as previously identified, are in place and regularly reviewed.

11.2 Occupational Health

- Assess those referred and provide or facilitate appropriate treatments.
- Provide advice, support and guidance to the Council and line managers on matters relating to stress management.

11.3 Line Managers

- Ensure that stress issues are addressed in the activity based risk assessments they carry out for their areas (see appendix 1).
- Implementing and communicating these arrangements to all relevant employees.
- Ensure that they are able to identify the signs and symptoms of stress in individuals.
- Identify and support members of staff who are experiencing undue pressure or stress.
- Carry out individual assessments with employees when symptoms of stress are identified (see appendix 3).
- Ensure good communication with all staff
- Ensure staff are fully trained to discharge their duties
- Monitor workloads to ensure that staff are not overloaded
- Monitor holidays to ensure that staff are taking their full entitlement
- Ensure bullying and harassment is not tolerated
- Direct employees suffering from stress symptoms to the appropriate support mechanisms that are available, eg. EAP, Human Resources, Occupational Health.
- Be aware of policies that address work-life balance, eg. Flexible Working, Special Leave etc.
- Monitor sickness/absence rates within their areas to identify undue pressure or symptoms of stress.
• Make contact with individuals who are off sick with stress and offer support.
• Conduct return to work interviews for all staff who have been off sick.
• Attend stress related training when requested.

11.4 Employees

• Are responsible for bringing to the attention of their line manager issues they feel may be contributing to making them feel under undue pressure.
• Are responsible for co-operating with line management regarding any support offered to reduce or eliminate undue pressure or feelings of stress, including attending awareness training if requested.
• Should access the Employee Assistance Programme (EAP) if they would like someone independent to talk to.
• Be receptive to opportunities of counselling and/or other offers of physical and psychological assistance when recommended.
• Attend any Occupational Health or Counselling sessions that have been arranged.
• Attend any training related to stress that is provided.
• Take individual responsibility for their own health and help to establish and improve a healthy working environment.
• Be receptive to colleagues who may be showing signs of stress, be supportive and report any areas of concern to the manager as appropriate.
• Contribute to team discussions and participate in the action planning.

12. Confidentiality

12.1 Any information gathered regarding the mental or physical well being of any employee will be considered of a sensitive nature and will therefore be stored securely and only passed on with the individual's consent and in compliance with the Data Protection Act 1998. Any other relevant medical codes of confidentiality will also be adhered to.

13. Equality Impact Assessment And Monitoring

13.1 The operation of this policy will be monitored for its impact on different equality groups in line with the Equality Act 2010. This will enable the Council to assess whether any differences have an adverse impact on a particular group, such that further action would be required.


14.1 In implementing this policy, the Council will ensure that any personal data relating to the application of this policy will be obtained, processed and destroyed in line with the requirements of the Data Protection Act 1998.
# Appendix 1 - Example of Risk Assessment

## Wyre Borough Council Risk Assessment Form 1

This Form can be used for the assessment of all organisational risks including: Health and Safety; Risk Management & Business Continuity. This Form must be used in conjunction with Form 2 – Agreed Actions For Details of Risk Ratings see Form 3

<table>
<thead>
<tr>
<th>Directorate: Resources</th>
<th>Date of Assessment: EXAMPLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section: Reception desk</td>
<td>Assessment Team EXAMPLE</td>
</tr>
<tr>
<td>Location: Civic Centre</td>
<td></td>
</tr>
</tbody>
</table>

Assessment Activity: Working behind Reception greeting visitors and answering telephone enquiries.

Do the hazards create a business continuity risk? **Yes** / **No**

## What is the Hazard

<table>
<thead>
<tr>
<th>Lone working</th>
<th>Verbal abuse Physical assault</th>
</tr>
</thead>
<tbody>
<tr>
<td>Who is at Risk</td>
<td>Employee</td>
</tr>
<tr>
<td>Controls In Place</td>
<td>Personal Safety Arrangements Risk Assessment Arrangements Telephone communication Call alarm under desk</td>
</tr>
<tr>
<td>Likelihood</td>
<td>2</td>
</tr>
<tr>
<td>Severity</td>
<td>2</td>
</tr>
<tr>
<td>Risk Rating</td>
<td>4</td>
</tr>
<tr>
<td>Further Potential Controls</td>
<td>Handling aggression training</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Long periods on VDU</th>
<th>RSI's, eye strain,</th>
</tr>
</thead>
<tbody>
<tr>
<td>Who is at Risk</td>
<td>DSE/Workstation User</td>
</tr>
<tr>
<td>Controls In Place</td>
<td>DSE Arrangements Workstation assessment carried out Activity changes to allow rest from DSE</td>
</tr>
<tr>
<td>Likelihood</td>
<td>1</td>
</tr>
<tr>
<td>Severity</td>
<td>2</td>
</tr>
<tr>
<td>Risk Rating</td>
<td>2</td>
</tr>
<tr>
<td>Job rotation</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Electrical items</th>
<th>Electric shock Trips over loose cables</th>
</tr>
</thead>
<tbody>
<tr>
<td>Who is at Risk</td>
<td>Employees in the work vicinity</td>
</tr>
<tr>
<td>Controls In Place</td>
<td>All electrical items regularly PAT tested Cables routed under and behind desks</td>
</tr>
<tr>
<td>Likelihood</td>
<td>1</td>
</tr>
<tr>
<td>Severity</td>
<td>2</td>
</tr>
<tr>
<td>Risk Rating</td>
<td>2</td>
</tr>
<tr>
<td>Regular office safety inspections</td>
<td></td>
</tr>
</tbody>
</table>

## What is the Potential Harm

<table>
<thead>
<tr>
<th>Electrical items</th>
<th>Electric shock Trips over loose cables</th>
</tr>
</thead>
<tbody>
<tr>
<td>Who is at Risk</td>
<td>Employees in the work vicinity</td>
</tr>
<tr>
<td>Controls In Place</td>
<td>All electrical items regularly PAT tested Cables routed under and behind desks</td>
</tr>
<tr>
<td>Likelihood</td>
<td>1</td>
</tr>
<tr>
<td>Severity</td>
<td>2</td>
</tr>
<tr>
<td>Risk Rating</td>
<td>2</td>
</tr>
<tr>
<td>Regular office safety inspections</td>
<td></td>
</tr>
</tbody>
</table>

## What is the Hazard

<table>
<thead>
<tr>
<th>Undue work pressures</th>
<th>Stress symptoms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Who is at Risk</td>
<td>Employee</td>
</tr>
<tr>
<td>Controls In Place</td>
<td>Demands – Supplementary support available for the desk at busy times Control – shift patterns agreed with staff, breaks agreed amongst staff,</td>
</tr>
<tr>
<td>Likelihood</td>
<td>2</td>
</tr>
<tr>
<td>Severity</td>
<td>2</td>
</tr>
<tr>
<td>Risk Rating</td>
<td>4</td>
</tr>
<tr>
<td>Further Potential Controls</td>
<td>Line managers to ensure staff read and understand Managing Work Related Pressure Arrangements</td>
</tr>
<tr>
<td>IPA 5 to provide staff development.</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Support – regular 1-1’s for staff. Line manager has open door policy. IPA system.</td>
<td></td>
</tr>
<tr>
<td>Relationships - 1-1’s, bullying and harassment policy, whistle blowing policy.</td>
<td></td>
</tr>
<tr>
<td>Role – Job descriptions, IPA, 1-1’s</td>
<td></td>
</tr>
<tr>
<td>Change – team meetings, e-mails, newsletters, quicknotes, team briefs etc.</td>
<td></td>
</tr>
</tbody>
</table>

Management Work Related Pressure Arrangements
Health referral procedures
Absence management policy

<table>
<thead>
<tr>
<th>Biological – Germs and viruses</th>
<th>Illness</th>
<th>Employee Others the employee may come into contact with</th>
</tr>
</thead>
<tbody>
<tr>
<td>Counter separating employees from public.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occupational health scheme</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 3 | 2 | 6 |

All Agreed Actions and Target Dates must be recorded on Form 2 (OH&SF 002)
### Wyre Borough Council Risk Assessment Form 2 – Example - Agreed Actions

This Form must be completed with the Section Manager and in conjunction with Risk Assessment Form 1

<table>
<thead>
<tr>
<th>Assessment / Activity / Area / Type</th>
<th>Resource implication</th>
<th>Person Responsible</th>
<th>Signature</th>
<th>Target date</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line managers to ensure staff read and understand Management of Stress Arrangements</td>
<td>Time</td>
<td>Line Managers</td>
<td></td>
<td>On induction And Regular refreshers</td>
<td></td>
</tr>
<tr>
<td>Front of House staff to be advised to undergo flu jabs offered by Occupational health</td>
<td>In the region of £20 per injection + time resource</td>
<td>Appropriate line manager Occupational health Scheme</td>
<td></td>
<td>Annually in November</td>
<td></td>
</tr>
<tr>
<td>Handling Aggression training</td>
<td>Training cost + Time resource</td>
<td>Line Managers</td>
<td></td>
<td>On induction And Regular refreshers</td>
<td></td>
</tr>
</tbody>
</table>

Section Manager Responsible for this Action Plan…………………………………………… Signature……………………………………………

Action Plan Review Date……………………………………………

Page 11
Recognising the Possible Signs of Stress

The following list is some possible signs of stress however these may also be caused by something other than stress. Always seek medical advice if you are worried about your health.

- **Physical Signs**
  - Decreased energy, constant fatigue.
  - Persistently raised pulse or blood pressure.
  - Flushing or sweating.
  - Headaches, including migraine.
  - Sleep disturbance.
  - Sexual problems.
  - Muscle tension, aches or stiffness (especially neck and shoulders), backache.
  - Skin problems (hives, eczema, psoriasis, itching).
  - Constant colds, minor ailments or infections.
  - Dizziness, disturbed vision.
  - Heart palpitations, chest pain.
  - Asthma or shortness of breath.
  - Digestive problems – nausea, constipation, diarrhoea, abdominal cramps, heartburn.
  - Trembling.
  - Dry mouth.

- **Psychological Signs**
  - Increased anxiety.
  - Irritability, anger, mood swings, tearful, over-emotional.
  - Depression.
  - Difficulty concentrating, memory lapses, mind racing, indecisiveness, confusion.
  - Low self esteem, loss of confidence.
  - Feeling helpless or hopeless.
  - Loss of motivation.
  - Loss of sense of humour.

- **Behavioural Signs**
  - Increased smoking or drinking.
  - Argumentative (road rage, domestic or workplace conflicts).
  - Fidgeting (nail-biting, foot-tapping).
  - Reduced interest in appearance.
  - Changes to diet – over-eating or loss of appetite.
  - Poor time management.
  - Withdrawn, isolation from social activities.
  - Constantly on the go.

There are various strategies that can be used if you feel that you are suffering from stress:

- Prioritise and deal with the high priority first.
- Think of issues and try to come up with solutions.
- Only try to tackle things you can change.
- Don’t be too hard on yourself – there’s no need to be perfect every time, keep things in proportion.
• Share a problem and seek advice from others, utilise family, friends, colleagues, manager, HR, Occupational Health, EAP.
• Don’t be reluctant to seek medical help if you are worried about your health.
• Make some time every day for yourself and find time to relax.
• Look after your health by taking a balanced diet, avoid excessive drinking and smoking, try to exercise regularly and try to adopt a wide range of interests.
• Learn to delegate or ask for help.
• Have proper breaks for meals.
• Make your manager aware if your job is overloaded or under loaded.
• Take a deep breath and take a step back from the situation before reacting.
## HSE STRESS RISK ASSESSMENT PROCESS

**Management Guidance Tool**

A manager with direct line management responsibility for the individual is best placed to conduct this assessment. This is a checklist only and notes must be recorded, concerns documented and actions allocated and assigned completion dates. A review date must be assigned where actions are required.

### 1 Demands

**Standard**: Employees indicate that they can cope with the demands of their jobs

<table>
<thead>
<tr>
<th>Demand</th>
<th>Concerns</th>
<th>Action Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work pattern</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work environment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skill match</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Within capability</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 2 Control

**Standard**: How much say the person has in the way they do their work

<table>
<thead>
<tr>
<th>Control</th>
<th>Concerns</th>
<th>Action Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timing of breaks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Control over pace</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Use of skills &amp; initiative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Opportunity to develop</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3 **Support**

**Standard:** Includes relationships with line management and colleagues & support structures in place e.g. learning resources and colleague circles/consultations

<table>
<thead>
<tr>
<th>Support</th>
<th>Concerns</th>
<th>Action required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colleagues</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Managers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Access to resources</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Systems &amp; Feedback</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4 **Relationship**

**Standard:** Includes promoting positive working to avoid and manage conflict

<table>
<thead>
<tr>
<th>Relationship</th>
<th>Concerns</th>
<th>Action required</th>
</tr>
</thead>
<tbody>
<tr>
<td>With management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>With colleagues</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Processes to raise concerns in place</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Positive behaviours promoted within the business</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5 **Role**

**Standard:** Understanding the role and responsibilities within the organisation

<table>
<thead>
<tr>
<th>Role</th>
<th>Concerns</th>
<th>Action required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clear role definition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Responsibilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reporting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conflicts</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
6 Change

**Standard:** Organisational change (large or small) is managed and communicated.

<table>
<thead>
<tr>
<th>Change</th>
<th>Concerns</th>
<th>Action required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timely information provided regarding reasons for change</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adequate consultation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Probable impact communicated</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Support provided</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

To complete the assessment, colleagues should be offered the opportunity to comment on any aspects of their work which they feel has not been covered in the assessment.

Colleagues must be advised that supplementary notes will be filed with this checklist in the employment record.

This assessment however is NOT part of any grievance procedure. Where necessary, colleagues should be redirected to the appropriate avenue for resolution of issues raised which are considered outwith of the remit of this assessment.

**FURTHER ADVICE**

www.hse.gov.uk/stress/standards

www.people-am.com

Date of Assessment:_____________________________________

Assessor Signature :_____________________________________

Colleague Signature:_____________________________________

arm/empap/cr/15/0903lh1 appendix 1
Becoming a Parent?

Maternity, Paternity & Adoption Provisions

Revised November 2014
Updated with legislative changes March 2015
## Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. General</td>
<td>1</td>
</tr>
<tr>
<td>2. Notification</td>
<td>2</td>
</tr>
<tr>
<td>3. Terms and Conditions during Maternity Leave</td>
<td>3</td>
</tr>
<tr>
<td>4. Entitlement to Maternity Pay</td>
<td>3</td>
</tr>
<tr>
<td>5. Contact during Maternity Leave</td>
<td>5</td>
</tr>
<tr>
<td>6. Returning to work</td>
<td>6</td>
</tr>
<tr>
<td>7. Paternity Leave</td>
<td>7</td>
</tr>
<tr>
<td>8. Maternity Support Leave</td>
<td>12</td>
</tr>
<tr>
<td>9. Adoption Leave and Pay</td>
<td>13</td>
</tr>
<tr>
<td>Appendix 1 – Local Government Pension Scheme</td>
<td>14</td>
</tr>
</tbody>
</table>
This document sets out to explain your entitlements.

It is a general guide and cannot cover all eventualities. For confirmation of your entitlement and further guidance, please contact the Human Resources Section who will be pleased to help.

Employee’s entitlements to adoption leave and associated procedures are mainly the same as those for maternity leave however for ease of reference it has been kept separate within this document.

1. General

1.1 The following terms are used frequently throughout this policy:

**EWC (Expected Week of Childbirth):** This is the week in which your baby is due. A week runs from Sunday to Saturday so, if your baby is due on a Wednesday, your EWC starts on the Sunday before.

**MPP (Maternity Pay Period):** The 39 week period for which Statutory Maternity Pay (SMP) is payable.

**OML (Ordinary Maternity Leave):** The first 26 weeks of maternity leave, available to all employees, regardless of length of service, who comply with the notification requirements.

**AML (Additional Maternity Leave):** The Additional Maternity Leave follows on immediately after the 26 weeks Ordinary Maternity Leave period and lasts for 26 weeks. This is also available to all employees and we will assume that you are taking this leave unless you notify us to the contrary.

**OPL (Ordinary Paternity Leave):** Up to two weeks leave taken consecutively within eight weeks of the birth of the child.

**APL (Additional Paternity Leave):** Up to 26 weeks leave taken within the first year of the child’s life provided the mother has returned to work before using her full entitlement. This will no longer be applicable for parents of babies due on or after 5 April 2015.

**SPL (Shared Parental Leave):** Mothers will be able to end their maternity leave early and share up to 50 weeks' untaken leave and 37 weeks' unclaimed pay with their partner. Shared parental leave will apply in relation to babies due on or after 5 April 2015.

**QW (Qualifying Week):** The 15th week before the expected week of childbirth

**MAT B1 maternity certificate:** This gives the date the baby is due. It is signed by a doctor or midwife and issued after the 20th week of pregnancy.

**SMP (Statutory Maternity Pay):** This is how much you are entitled to be paid during the Maternity Pay Period (MPP). This payment is subject to qualifying criteria - see section 5.

**SPP (Statutory Paternity Pay):** This is how much you are entitled to be paid during
the Paternity Pay Period. This payment is subject to qualifying criteria - see section 9.

**Week’s Pay:** Is the normal amount payable under the Contract of Employment for working the normal hours per week. Where there are no normal working hours it is the average earnings over the previous 12 weeks.

### 2. Notification

#### 2.1 Health and Safety

You are required to inform the council as soon as you become pregnant so that your Manager can carry out a risk assessment and ensure that your health and that of your unborn child is not at risk.

Risks may include physical conditions of work such as handling loads, extremes of cold or heat, travelling, excessive use of visual display equipment etc.

#### 2.2 Ante–Natal Care

Once a member of staff has advised the Council she is pregnant, she will be entitled to take reasonable paid time off work to attend appointments as advised by her doctor, registered midwife or registered health visitor.

Ante-natal care may also include other appointments that the member of staff has been advised to attend by her doctor, midwife or health visitor, in addition to medical examinations.

Evidence of appointments as well as the advice to attend may be requested.

You should give your line manager as much notice as possible of antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day.

Prospective fathers now also have the right to time off (unpaid) to attend up to 2 antenatal appointments (see 9.1).

#### 2.3 Sickness absence

If you are absent from work during pregnancy owing to sickness, you will receive normal statutory or contractual sick pay in the same manner as you would during any other sickness absence provided that you have not yet begun OML. If, however, you are absent from work due to a pregnancy-related illness after the beginning of the fourth week before the EWC, your maternity leave will start automatically.

#### 2.4 Maternity Leave

You will need to give formal notice of your intention to take maternity leave no later than the end of the 15th week before the EWC.

The ‘Maternity Leave Notification Form’ (available on the intranet or from Human Resources) has been designed to assist you with applying for maternity leave. The completed form should be sent to the Human Resource Section with the original form MAT B1.

We will write to you within 28 days of receipt of the initial notification to inform you of when your maternity payments will come to an end and the date that you are expected
to return if you intend to take your full 52 weeks entitlement to maternity leave.

If it is not possible for you to give notice by the end of the QW, for example, if your baby is born before this date, please give as much notice as possible.

3. Terms and Conditions during Maternity Leave

During both ordinary and additional maternity leave you are entitled to the benefit of — and are bound by - all the terms and conditions of employment that would have applied but for your absence with the exception of salary and other remuneration.

Although not entitled to normal salary during your maternity leave you may qualify for Maternity Pay which will be determined by your length of service and level of earnings.

You will continue to accrue annual holiday and bank holiday entitlement throughout the period of your maternity leave.

4. Maternity Leave

4.1 Maternity Leave

Providing that you have complied with the notification procedures you will be entitled to 26 weeks ordinary maternity leave and 26 weeks additional maternity leave. Additional maternity leave begins on the day after ordinary maternity leave ends.

Maternity leave will start on the day you have chosen provided it is not before the 11th week before the EWC. However if either of the following events occurs, your maternity leave and MPP will start automatically:

- Your baby is born before you have started your maternity leave. In this case, your maternity leave and MPP will start the day after the birth of your child;

- You are absent from work for a pregnancy related reason in the four weeks before your EWC (and you have not already started your maternity leave). In this case, your maternity leave and MPP will start the day after your pregnancy-related absence began.

You are entitled to change the date you want to start your maternity leave and MPP provided you give notice of the new date in writing. Notice must be given at least 28 days before the date you were originally going to start your maternity leave or the new date, whichever is earlier.

4.2 Compulsory Maternity Leave

You will not be able to return to work for a period of two weeks commencing on the date of childbirth; It is a criminal offence for an employer to permit or require a woman to do so.
5. **Entitlement to Maternity Pay**

Your entitlement to Maternity Pay is dependent on your length of service, and for ease of reference the remainder of part 5 is divided into sections.

These qualifying periods can be confusing – please contact Human Resources if you require further clarification.

5.1 **Employees with less than 26 weeks local government service from the commencement of employment date up to and including the qualifying week (the 15th week before the EWC)**

**Maternity Payments:** To get Statutory Maternity Pay (SMP) you must have been employed in Local Government continuously for at least 26 weeks continuing into the 15th week before the expected week of child birth. Because of your length of service, you will not qualify for SMP. You will however be given a SMP1 by the Human Resources team so that you can claim Maternity Allowance from Jobcentre Plus. See Leaflet NI17A - A Guide to Maternity Benefits, available from the Department of Work and Pensions - [www.dwp.gov.uk/publications/NI17A](http://www.dwp.gov.uk/publications/NI17A) for more details.

5.2 **Employees with more than 26 weeks service by the end of the 15th week before the EWC but less than one year continuous service by the beginning of the 11th week before the EWC.**

**Maternity Payments:**

Weeks 1 to 6 - provided that your average earnings in the 8 weeks ending with the 15th week before the EWC were equal to the lower earnings limit for national insurance, you will be entitled to SMP, which will be 6 weeks at 9/10 pay.

Weeks 7 to 39 - this will be followed by 33 weeks at the prescribed SMP rate, (or 9/10 if this is less), please contact Human Resources for details of the current rate.

5.3 **Employees with 1 year's continuous local government service at the 11th week before the EWC.**

**Maternity Payments:**

Weeks 1 to 6 - 9/10 of a week’s pay (offset against payments made by way of SMP or Maternity Allowance). Provided that your average earnings in the 8 weeks ending with the 15th week before the EWC were equal to the lower earnings limit for national insurance you will be entitled to SMP, which will be: 6 weeks at 9/10 pay.

Weeks 7 to 18 - if you have declared in writing that you intend to return to work in local government (not just your current authority) employment for at least 3 months after the end of your maternity leave you will receive half of a week’s pay plus SMP at the prescribed rate (contact Human Resources for details of the current rate). **NB** if this combined payment exceeds your normal pay then the payment will be restricted to full pay. If you are not intending to return, payment will be restricted to your SMP entitlement as described in section 5.2.

Weeks 19 to 39 - for the remaining 21 weeks you will receive your SMP entitlement at the prescribed rate.

Please note: You may be required to refund any salary paid to you by Wyre Council if you fail without good cause to return to local authority employment for a period of at
least three months after the end of the maternity leave period.

5.4 Your entitlement to SMP ceases if after the baby is born:

- you start work during your MPP for an employer who did not employ you in the qualifying week or
- you are taken into legal custody at any time during the MPP.

If you cannot get SMP or it is stopped for either of the above reasons, you may be able to get Maternity Allowance from Jobcentre Plus. See Leaflet NI17A - A Guide to Maternity Benefits available from the Department of Work and Pensions - www.dwp.gov.uk/publications/NI17A for more details.

You will need to inform Human Resources immediately if you cease to become eligible for SMP.

If you come back to work at any time when you are receiving SMP you will lose that whole week’s SMP.

5.5 The NJC for Local Government Services terms and conditions detail the Occupational Maternity Scheme, which is reflected in this guide.

5.6 Local Government Pension Scheme: - Your position under the Local Government Pension Scheme is explained in Appendix 1.

6. Contact during Maternity Leave

We may make reasonable contact with you (and you with us) while you are on maternity leave, as you may wish to know about any changes at work, job vacancies, training, and other work or social events that you may wish to attend.

6.1 Keeping in Touch Days (KIT days)

During maternity leave you can do up to 10 days’ work under your contract of employment, this is to allow you to “keep in touch” with the workplace. This may include staff meetings, training or any activity aimed at keeping in touch. Any work carried out on a day constitutes one day’s work. This means that if you come in for a one-hour management meeting, this will count as one of the 10 days available.

The Council cannot insist that you carry out any work and you are protected from suffering a detriment for refusing to do so. Equally, you cannot insist on being given any work to do.

A keeping-in-touch day under this provision must not take place during the two-week period of compulsory maternity leave.

You will be paid for any hours work undertaken on KIT day in line with your contracted rate of pay. The combined entitlement to pay and maternity payment must not exceed the contracted rate of pay for that day.
7. Returning to Work

It will be assumed that you will be returning to work at the end of your additional maternity leave. If you are unable to attend work at the end of your maternity leave due to sickness or injury, the Council’s normal arrangements for sickness absence will apply.

If you wish to return earlier than the expected return date you must give the Council at least 8 weeks’ notice of your date of return, in writing.

If you decide not to return to work after your maternity leave you must give notice of resignation as soon as possible and in accordance with the terms of your contract of employment.

7.1 Rights On and After Return to Work

If you take ordinary maternity leave, you are entitled to return to the same job. If you take longer than the ordinary maternity leave and it is not reasonably practicable for you to return to the same job, you will be offered an alternative position on no less favourable terms and conditions.

If you worked full-time prior to your maternity leave there is no automatic right to return to work on a part-time basis or to make other changes to your working patterns. However, all requests for part-time work or other flexible working arrangements will be considered in line with the operational requirements of the Council. If you would like this option to be considered, you should write to your line manager setting out your proposals as soon as possible before your return date, so that there is adequate time for full consideration of the request. The procedure for dealing with such requests is set out in the Council’s policy on flexible working.

7.2 Return to work interview

All line managers will be required to conduct a return to work interview on the officer’s return so as to ensure that they are up to date with all changes, understand their entitlements and are clear on what is expected of them.

8. Transfer of Maternity Leave

8.1 Additional Paternity Leave - Babies due before 5 April 2015

If you propose to return to work early without using your full 52-week entitlement to maternity leave, you may be eligible to transfer up to 26 weeks of your outstanding maternity leave (and outstanding SMP) to your spouse, civil partner or partner, or the father of your child. This would then be taken as additional paternity leave (and additional statutory paternity pay) on your return to work.

The earliest that additional paternity leave may commence is 20 weeks after the date on which the child is born and it must end no later than 12 months after the date of birth. The minimum period of additional paternity leave is two consecutive weeks and the maximum period is 26 weeks. You must therefore have at least two weeks of your maternity leave that remains unexpired when you return to work.

Further details should be obtained from your spouse’s or partner’s employer and if you do wish to transfer part of your maternity leave entitlement in this way, you will be required to submit a written and signed declaration form to that employer, which may
also make additional enquiries of the Council to verify its employee’s entitlement to additional paternity leave and pay.

Please see Human Resources for further information.

8.2 **Shared Parental Leave – babies due on or after 5 April 2015**

The new system of shared parental leave (SPL) will apply if your baby is due on or after 5 April 2015.

You will still be entitled to 52 weeks of maternity leave however you can switch part of your statutory maternity leave and pay into shared parental leave and shared parental pay. Shared parental leave and shared parental pay will be available provided both parents satisfy the eligibility requirements. See section 11.

9. **Paternity Leave**

9.1 **Time off for Antenatal Appointments**

New rights introduced from 1 October 2014 enable prospective fathers or a mother’s partner to take unpaid time off to attend up to 2 antenatal appointments.

9.2 **Ordinary Paternity Leave (OPL)**

To qualify for OPL you must:

- Have 26 weeks continuous service by the end of the 15th week before the EWC;
- Be the father, or married to or the partner or civil partner of the child’s mother; and
- Expect to have responsibility for the upbringing of the child.
- Take the leave for the specific purpose of caring for a newborn-child and supporting the mother (or for the purpose of caring for a child newly-placed for adoption and supporting the adoptive parent).

9.2.1 **Entitlement**

Qualifying employees are entitled to take up to two weeks leave. Paternity leave must be taken within eight weeks of the birth (or adoption) of the child as either a one or two week block, odd days and weeks that are not consecutive cannot be taken.

If the child is born early, it must be taken from the time of the birth but within eight weeks of the expected date of childbirth. Ordinary paternity leave can start either from the date the child is born or placed for adoption or from a chosen number of days or weeks after that date.

Only one period of leave is provided per pregnancy. Therefore, if your partner gives birth to twins the entitlement will still only be two weeks’ leave.

9.2.2 **Paternity Payments**

Paternity leave will be paid as follows:

- Week 1: a week’s full pay offset against payments made by way of Statutory Paternity Pay (SPP)
- Week 2: you will receive your SPP entitlement, provided that your average
earnings in the 8 weeks ending with the 15th week before the EWC were equal to
the lower earnings limit for national insurance. Please contact Human Resources
for details of the current rate.

See section 10 - Maternity Support Leave if you think you may not qualify for
Paternity Payment.

9.2.3 Notification

Wyre Council will require the following information:

- The EWC and, (or if the baby is born early), the date of the child’s birth.
- The length of the leave requested.
- The date the leave is intended to start.
- A declaration that you are in an enduring relationship with the mother, will be
  responsible for the child’s upbringing and will be taking time off to support the
  child’s mother or care for the child.

At the very least you must give the following information to Wyre Council by the end of
the 15th week before the EWC:

- The EWC.
- The length of the leave requested.
- The date the leave will start.

The ‘Paternity/Maternity Support Leave Form’ (available on the intranet or from
Human Resources) has been designed to assist you with applying for leave. The
completed form should be sent to the Human Resource team with a copy of the
mother’s form MAT B1.

You may change your mind provided 28 days’ notice is given.

10. Maternity Support Leave

10.1 Entitlement

If your wife or partner is pregnant or you are the nominated carer of an expectant
mother, under the Local Government Conditions, you are entitled to 5 days paid leave
at or around the time of the birth. This is irrespective of length of service.

A nominated carer is the person nominated by the mother as their primary provider of
support.

The ‘Paternity / Maternity Support Leave Form’ (available on the intranet or from
Human Resources) has been designed to assist you with applying for leave. The
completed form should be sent to the Human Resource team with a copy of the
mother’s form MAT B1.

NB - It is not intended to pay maternity support leave in addition to the paid paternity
leave nor is there a facility for there to be more than one nominated carer.

e.g. If a father and a grandparent were employed by the authority and the father
intends to claim paternity / maternity support leave there is no requirement for an additional nominated carer and the grandparent would have no entitlement.

11. **Shared Parental Leave**

Full details of shared parental leave including eligibility and the notification process are set out in a separate document – the “Shared Parental Leave and Notification Procedures” available from Human Resources or the Intranet.

11.1 **Main elements of shared parental leave**

- Under the new provisions mothers are able to switch part of their statutory maternity leave and pay into shared parental leave and shared parental pay provided both parents satisfy the eligibility requirements.

- In the 52 week period there will be two weeks’ compulsory maternity leave which the mother must take and then eligible parents are able to share the remaining maternity leave and pay between themselves.

- Fathers are still entitled to two weeks basic paternity leave.

- Employees who have taken shared parental leave have the right to return to the same job if the total leave taken is 26 weeks or less in aggregate, even if the leave is taken in discontinuous blocks.

- Any subsequent leave will attract the right to return to the same job, or if that is not reasonably practicable, a similar job.

- It is up to the parents how they share the parental leave – they could take it in turns or take time off together, provided they take no more than 52 weeks of this leave, combined in total.

11.2 **Qualifying for shared parental leave**

Shared parental leave applies only to employees with a working partner (employed or self-employed) as long as both of them both meet the qualifying conditions. If the mother does not qualify for maternity leave or maternity allowance, her partner will not be eligible for shared parental leave and pay. Details of the eligibility criteria are set out in the “Shared Parental Leave and Notification Procedures”.

11.3 **Notification requirements**

The notification procedures are quite complex as the mother has to give written notice to end her maternity leave before starting the shared parental leave.

The mother must give at least eight weeks written notice to end her maternity leave (in order to start shared parental leave). The notice is binding and can be given before or after the birth.

Please see the “Shared Parental Leave and Notification Procedures” and contact Human Resources if you have any queries.

11.4 **Keeping in touch (KIT) days**

Each parent has the right to have up to 20 Keeping in touch (KIT) days during shared parental leave. This is in addition to the ten days allowed during maternity leave.
11.5 **Shared Parental Pay**

The amount of statutory shared parental pay that is available for the parents to share is 39 weeks, minus the amount of statutory maternity pay or maternity allowance taken by the mother. The mother cannot curtail her maternity leave and pay until the end of the compulsory maternity leave period (two weeks), so the maximum amount of shared parental pay available is 37 weeks. Similar provisions apply for parents taking shared parental leave in an adoption situation.

For example, if the mother takes maternity leave for 30 weeks, then the father takes a period of shared parental leave of 12 weeks, then the mother takes a period of shared parental leave of 10 weeks; the mother would be paid statutory maternity pay for 30 weeks and the father would be paid statutory shared parental pay for the first nine weeks of his leave period (provided that they meet all the relevant eligibility requirements).

Statutory shared parental pay will be paid at a flat rate for all 39 weeks.

Fathers will still be entitled to two weeks basic paternity pay.

11.6 **Possible shared parental leave arrangements**

Examples of how parents could share the parental leave are as follows:

- The mother could take the first eight months, with the father taking the remaining eight months.
- The mother could return to work for a period in the middle of the year with the father looking after the child for that time.
- The parents could both stay at home together with the child for up to six months.

12. **Adoption Leave and Pay**

12.1 **Introduction**

Prospective adoptive parents are entitled to take time off for the purpose of having contact with the child or for any other purpose connected with the adoption\(^1\).

If you adopt a child through an approved adoption agency you are entitled to up to 52 weeks’ adoption leave.

Your entitlement is to take up to 26 weeks’ ordinary adoption leave followed immediately by up to 26 weeks’ additional adoption leave.

All employees who take adoption leave have the right to return to work at any time during either ordinary adoption leave (OAL) or additional adoption leave (AAL) subject to their following the correct notification procedures as set out below.

Adoption leave entitlement applies to one adoptive parent the other adoptive parent will be entitled to take paternity leave as set out in section 7 of this document.

---

\(^1\) If the placement date is before 5 April 2015 you would need to have attained 26 week’s continuous service calculated as at the week in which notification of matching is given by the adoption agency.
12.2 **Entitlement to Adoption Pay**

If you have at least 26 weeks’ continuous service calculated as at the week in which notification of matching is given by the adoption agency you will qualify for adoption pay provided that your average weekly earnings are not less than the lower earnings limit for national insurance contributions.

Statutory adoption pay (SAP) is in line with Statutory Maternity Pay and is at 9/10 of your average weekly earnings for the first six weeks followed by the a further 33 weeks at the prescribed rate set by the Government for the relevant tax year, or at 9/10 of your average weekly earnings if this is less.

Local Government Pension Scheme – your position under the Local Government Pension Scheme is explained in Appendix 1.

12.3 **Timing and Notification of Adoption Leave**

Adoption leave can start on the day the child is placed for adoption, or up to 14 days earlier.

You are encouraged to discuss the timing of your adoption leave as early as possible with your line manager.

12.3.1 **Notice Requirements**

In order to be entitled to take adoption leave and receive statutory adoption pay, you are required to give the Council written notification of your intention to take adoption leave no later than 7 days after the date on which notification of the match with the child was provided by the adoption agency. Notification of leave must be made in writing using the Adoption Leave Notification Form available on the intranet and must include the date the child is expected to be place with you for adoption and the date you intend your leave to start.

The completed form should be sent to the Human Resources section with a copy of the matching certificate from the adoption agency.

Human Resources will write to you within 28 days of receipt of your notification to confirm the date you are expected to return to work if you intend to take your full 52 weeks’ entitlement.

You are entitled to change the date you want to start your adoption leave provided you give notice of at least 28 days before the date you were originally going to start your leave or the new date whichever is earlier.

12.4 **Rights during Adoption Leave**

During your adoption leave all terms and conditions of employment will continue with the exception of salary and other remuneration.

You will continue to accrue annual holiday and bank holiday entitlement throughout the period.
12.5 **Contact during Adoption Leave**

Provisions regarding contact and Keeping in Touch Days (KIT) for employees on adoption leave are the same as for those on maternity leave and are set out in section 5 of this document.

12.6 **Returning to Work after Adoption Leave**

Provisions regarding returning to work after adoption leave are the same as for those returning to work after maternity leave and are set out in section 6 of this document.

12.7 **Transfer of Adoption Leave**

Provisions regarding the transfer of any untaken adoption leave if you propose to return to work early without using your full 52 week entitlement are the same as for those on maternity leave and are set out in section 8 of this document.

13. **Fertility Treatment**

Employees undergoing fertility treatment will be allowed time off for consultants’ appointments and actual treatment. Partners of those undergoing treatment are allowed the time if they are undergoing treatment themselves and/or it is essential for the success of the treatment that they attend. Appointments where they are attending as support for their partner will need to be taken as flexi or annual leave.

If employees are not fit to attend work following treatment this would be treated as sickness absence and therefore counts towards sickness absence triggers.

In situations where treatment is unsuccessful and employees elect to undergo repeated treatment, this arrangement would need to be reviewed.

14. **Equality Impact Assessment and Monitoring**

14.1 The operation of this policy will be monitored for its impact on different equality groups in line with the Equality Act 2010. This will enable the Council to assess whether any differences have an adverse impact on a particular group, such that further action would be required.

15. **Data Protection Act 1998**

15.1 In implementing this policy, the Council will ensure that any personal data relating to the application of this policy will be obtained, processed and destroyed in line with the requirements of the Data Protection Act 1998.
Local Government Pension Scheme

Your position under the Local Government Pension Scheme is as follows:

You must pay pension contributions on the pay you receive during your maternity or paternity leave. Thereafter you may, if you wish, elect to pay pension contributions on any unpaid absence. If you elect to do this, they will be calculated on the pay you were receiving immediately before the unpaid absence commenced. If you decide not pay contributions in respect of the unpaid absence, that period will not count in any way for pension purposes.

Please use the ‘Local Government Superannuation Regulations-Notification of Maternity Leave’ form available on the Intranet or from the Human Resources Section.

The Human Resources Section will give you further details.

arm/empap/cr/15/0903lh1 appendix 2
APPENDIX 3

Shared Parental Leave and Notification Procedure

March 2015
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Contents</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Introduction</td>
<td>1</td>
</tr>
<tr>
<td>2. Definitions</td>
<td>1</td>
</tr>
<tr>
<td>3. Scope</td>
<td>1</td>
</tr>
<tr>
<td>4. Amount of Shared Parental Leave Available</td>
<td>1</td>
</tr>
<tr>
<td>5. Eligibility for Shared Parental Leave</td>
<td>2</td>
</tr>
<tr>
<td>6. Notice Requirements for Shared Parental Leave</td>
<td>3</td>
</tr>
<tr>
<td>7. Continuous Period of Shared Parental Leave</td>
<td>6</td>
</tr>
<tr>
<td>8. Discontinuous Periods of Shared Parental Leave</td>
<td>6</td>
</tr>
<tr>
<td>9. Amount of Shared Parental Pay Available</td>
<td>7</td>
</tr>
<tr>
<td>10. Eligibility for Statutory Parental Pay</td>
<td>7</td>
</tr>
<tr>
<td>11. Rights During Shared Parental Leave</td>
<td>8</td>
</tr>
<tr>
<td>12. Contact During Shared Parental Leave</td>
<td>8</td>
</tr>
<tr>
<td>13. Returning to work following Shared Parental Leave</td>
<td>9</td>
</tr>
<tr>
<td>Appendix 1 – Maternity Leave Curtailment Notice</td>
<td>10</td>
</tr>
<tr>
<td>Appendix 2 – Revocation of Maternity Leave Curtailment Notice</td>
<td>11</td>
</tr>
<tr>
<td>Appendix 3a – Notice of Entitlement and Intention (Mother)</td>
<td>12</td>
</tr>
<tr>
<td>Appendix 3b - Notice of Entitlement and Intention (Partner)</td>
<td>15</td>
</tr>
<tr>
<td>Appendix 4 – Variation of Notice of Entitlement and Intention</td>
<td>19</td>
</tr>
<tr>
<td>Appendix 5 – Period of Leave Notice</td>
<td>21</td>
</tr>
<tr>
<td>Appendix 6 – Variation of Period of Leave Notice</td>
<td>23</td>
</tr>
</tbody>
</table>
1. Introduction

1.1 Shared parental leave is a type of leave that is available to parents with babies due on or after 5 April 2015. It enables mothers to commit to ending their maternity leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from maternity leave and opt in to shared parental leave and pay at a later date.

1.2 Shared parental leave should not be confused with ordinary parental leave, which is unaffected by shared parental leave. Ordinary parental leave is the entitlement to up to 18 weeks' unpaid leave. For further information on ordinary parental leave see the Council’s Leave and Worklife Balance Policy.

1.3 As the shared parental leave provisions are complex, if an employee wishes to take shared parental leave, he/she should clarify the relevant procedures with Human Resources to ensure that they are followed correctly.

2. Definitions

The following definitions are used in this policy:

"Mother" means the mother or expectant mother of the child.

"Partner" means the father of the child, or the person who, at the date of the child's birth, is married to, the civil partner of, or the partner of the mother. This includes someone, of either sex, who lives with the mother and the child in an enduring family relationship but who is not the mother’s child, parent, grandchild, grandparent, sibling, aunt, uncle, niece or nephew.

"Expected week of childbirth" means the week, starting on a Sunday, during which the mother's doctor or midwife expects her to give birth.

3. Scope

3.1 This procedure applies to Wyre Council employees, whether they are the mother or the partner. If it is the mother who is employed by the council, her partner must (where relevant) submit any notifications to take shared parental leave set out in this policy to his/her own employer, which may have its own shared parental leave policy in place, if he/she wants to take a period of shared parental leave.

3.2 Similarly, if it is the partner who is employed by the council, the mother must (where relevant) submit any notifications to take shared parental leave to her own employer.

3.3 The mother and the partner should ensure that they are each liaising with their own employer to ensure that requests for shared parental leave are handled as smoothly as possible.

4. Amount of Shared Parental Leave Available

4.1 The amount of shared parental leave to which an individual is entitled will depend on when the mother brings her maternity leave period to an end and the amount of leave that the other parent takes in respect of the child. Shared parental leave must be taken in blocks of at least one week. The employee can request to take shared parental leave in one continuous block (in which case the council is required to accept the request as long as the employee meets the eligibility and notice requirements), or as a number of discontinuous blocks of leave (in which case the employee needs the council’s agreement). A maximum of three requests for leave per pregnancy can normally be made by each parent.
4.2 The first two weeks following birth are the compulsory maternity leave period and are reserved for the mother. This means that the mother cannot curtail her maternity leave to take shared parental leave until two weeks after the birth and the maximum period that the parents could take as shared parental leave is 50 weeks between them (although it will normally be less than this because of any maternity leave that mother takes before the birth).

4.3 However, the mother’s partner can begin a period of shared parental leave at any time from the date of the child’s birth (but the partner should bear in mind that he/she is entitled to take up to two weeks’ ordinary paternity leave following the birth of his/her child, which he/she will lose if shared parental leave is taken first). The mother and partner must take any shared parental leave within 52 weeks of birth.

5. Eligibility for Shared Parental Leave

For employees to be eligible to take shared parental leave, both parents must meet certain eligibility requirements.

5.1 Mother’s eligibility for shared parental leave

The mother is eligible for shared parental leave if she:

- has at least 26 weeks’ continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with the council until the week before any period of shared parental leave that she takes;
- has, at the date of the child’s birth, the main responsibility, apart from the partner, for the care of the child;
- is entitled to statutory maternity leave in respect of the child; and
- complies with the relevant maternity leave curtailment requirements (or has returned to work before the end of statutory maternity leave), and shared parental leave notice and evidence requirements.

In addition, for the mother to be eligible for shared parental leave, the partner must:

- have been employed or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks; and
- have, at the date of the child’s birth, the main responsibility, apart from the mother, for the care of the child.

5.2 Partner’s eligibility for shared parental leave

The partner is eligible for shared parental leave if he/she:

- has at least 26 weeks’ continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with the council until the week before any period of shared parental leave that he/she takes;
- has, at the date of the child’s birth, the main responsibility, apart from the mother, for the care of the child; and
- complies with the relevant shared parental leave notice and evidence requirements.

In addition, for the partner to be eligible for shared parental leave, the mother must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance for any 13 of those 66 weeks;
have, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
be entitled to statutory maternity leave, statutory maternity pay or maternity allowance in respect of the child; and
comply with the relevant maternity leave or pay curtailment requirements (or have returned to work before the end of statutory maternity leave).

6. Notice Requirements for Shared Parental Leave

6.1 The notices that the parents must give to the relevant employer to be able to take shared parental leave are made up of three elements. They are:

- a "maternity leave curtailment notice" from the mother setting out when she proposes to end her maternity leave (unless the mother has already returned to work from maternity leave);
- a "notice of entitlement and intention" from the employee giving an initial, non-binding indication of each period of shared parental leave that he/she is requesting; and
- a "period of leave notice" from the employee setting out the start and end dates of each period of shared parental leave that he/she is requesting.

The notice periods set out below are the minimum required by law. However, the earlier the employee informs the council of his/her intentions, the more likely it is that their wishes will be able to be accommodated, particularly if he/she wants to take periods of discontinuous leave.

Employees are advised that, if they have already decided the pattern of shared parental leave that they would like to take, they can provide more than one type of notice at the same time. For example, the mother could provide a maternity leave curtailment notice, notice of entitlement and intention and period of leave notice at the same time. Similarly, the partner could provide his/her notice of entitlement and intention and period of leave notice at the same time.

6.2 Mother's notice curtailing maternity leave (Appendix 1)

Before the mother or partner can take shared parental leave, the mother must either return to work before the end of her maternity leave (by giving the required eight weeks' notice of her planned return) or provide her employer with a maternity leave curtailment notice. The maternity leave curtailment notice must be in writing and state the date on which maternity leave is to end. That date must be:

- after the compulsory maternity leave period, which is the two weeks after birth;
- at least eight weeks after the date on which the mother gave the maternity leave curtailment notice to her employer; and
- at least one week before what would be the end of the additional maternity leave period.

The mother must provide her maternity leave curtailment notice at the same time she provides either her notice of entitlement and intention or a declaration of consent and entitlement signed by the mother confirming that her partner has given his/her employer a notice of entitlement and intention (see Employee's notice of entitlement and intention below).

6.3 Revocation of maternity leave curtailment notice (Appendix 2)

The mother can withdraw her notice curtailing her maternity leave in limited circumstances. The withdrawal of a maternity leave curtailment notice must be in writing and can be given only if the mother has not returned to work. The mother can withdraw her maternity leave curtailment notice if:
- it is discovered that neither the mother nor the partner are entitled to shared parental leave or statutory shared parental pay and the mother withdraws her maternity leave curtailment notice within eight weeks of the date on which the notice was given;
- the maternity leave curtailment notice was given before the birth of the child and the mother withdraws her maternity leave curtailment notice within six weeks of the child's birth; or
- the partner has died.

6.4 Employee's notice of entitlement and intention (Appendix 3a & 3b)

The employee, whether the mother or the partner, must provide the Council with a non-binding notice of entitlement and intention. The employee's notice of entitlement and intention, which must be in writing and provided at least eight weeks before the start date of the first period of shared parental leave to be taken by the employee, must set out the following information.

6.4.1 If the employee is the mother, the notice of entitlement and intention (Appendix 3a) must set out:

- the mother's name;
- the partner's name;
- the start and end dates of any statutory maternity leave taken or to be taken by the mother;
- the total amount of shared parental leave available;
- the child's expected week of birth and the child's date of birth (although, if the child has not yet been born, the date of birth can be provided as soon as reasonably practicable after birth, and before the first period of shared parental leave to be taken by the mother);
- how much shared parental leave the mother and partner each intend to take; and
- a non-binding indication as to when the employee intends to take shared parental leave (including the start and end dates for each period of leave).

The mother's notice of entitlement and intention must include a declaration signed by her that:

- she satisfies, or will satisfy, the eligibility requirements to take shared parental leave;
- the information she gives in the notice of entitlement and intention is accurate; and
- she will immediately inform the council if she ceases to care for the child.

In addition, the mother's notice of entitlement and intention must include a declaration signed by her partner:

- specifying the partner's name, address, and national insurance number (or declaring that the partner does not have a national insurance number);
- declaring that the partner satisfies, or will satisfy, the conditions set out above (see Mother's eligibility for shared parental leave);
- declaring that the partner is the father of the child, or is married to, the civil partner of, or the partner of, the mother;
- declaring that the partner consents to the amount of leave that the mother intends to take; and
- declaring that the partner consents to the mother's employer processing the information in the partner's declaration.

6.4.2 If the employee is the partner, the partner's notice of entitlement and intention (Appendix 3b) must set out:

- the partner's name;
- the mother's name;
- the start and end dates of any periods of statutory maternity leave, statutory maternity pay or maternity allowance taken or to be taken by the mother;
the total amount of shared parental leave available;
the child's expected week of birth and the child's date of birth (although, if the child has not yet been born, the date of birth can be provided as soon as reasonably practicable after birth, and before the first period of shared parental leave to be taken by the partner);
how much shared parental leave the partner and mother each intend to take; and
a non-binding indication as to when the partner intends to take shared parental leave (including the start and end dates for each period of leave).

The partner's notice of entitlement and intention must include a declaration signed by the partner that:

- he/she satisfies, or will satisfy, the eligibility requirements to take shared parental leave;
- the information given by the partner in the notice of entitlement and intention is accurate; and
- he/she will immediately inform the council if he/she ceases to care for the child or if the mother informs him/her that she no longer meets the requirement to have curtailed her maternity leave or pay period.

In addition, the partner's notice of entitlement and intention must include a declaration signed by the mother:

- specifying the mother's name, address, and national insurance number (or declaring that the mother does not have a national insurance number);
- declaring that the mother satisfies, or will satisfy, the conditions set out above (see Partner's eligibility for shared parental leave) and she will notify the partner if she no longer qualifies for maternity leave, statutory maternity pay or maternity allowance;
- declaring that the mother consents to the amount of leave that the partner intends to take;
- declaring that she will immediately inform the employee if she no longer meets the requirement to have curtailed her maternity leave or pay period; and
- declaring that the mother consents to the partner's employer processing the information in the mother's declaration.

Within 14 days of receiving a notice of entitlement and intention from the employee, whether the mother or partner, the council can request from the employee:

- a copy of the child's birth certificate (or, if the child has not been born, a copy of the birth certificate within 14 days of the birth - if the birth certificate has yet to be issued after this period, a signed declaration stating the date and location of the child's birth will suffice); and
- the name and address of the other parent's employer (or a declaration that the other parent has no employer).

The employee has 14 days from the date of the request to send the council the required information.

Variation or cancellation of notice of entitlement and intention (Appendix 4)

The employee can vary or cancel his/her proposed shared parental leave dates following the submission of a notice of entitlement and intention, provided that he/she provides the council with a written notice. The written notice must contain:

- an indication as to when the employee intends to take shared parental leave (including the start and end dates for each period of leave);
- details of any periods of shared parental leave that have been notified through a period of leave notice;
• details of any periods of statutory shared parental pay that have been notified in relation to periods where shared parental leave was not to be taken; and
• a declaration signed by the mother and the partner that they agree to the variation.

Any indication of leave intended to be taken that the employee provides in a variation of notice of entitlement and intention is non-binding until he/she provides a period of leave notice in relation to that period of leave. There is no limit on the number of variations of notice of entitlement and intention that the employee can make.

6.6 **Employee's period of leave notice (Appendix 5)**

To take a period of shared parental leave, the employee must provide the council with a written notice setting out the start and end dates of each period of shared parental leave requested in that notice.

A period of leave notice must be given not less than eight weeks before the start date of the first period of shared parental leave requested in the notice. The notice may be given at the same time as a notice of entitlement and intention and can be a request for a continuous period of leave or discontinuous periods of leave.

6.7 **Variation or cancellation of period of leave notice (Appendix 6)**

The employee can vary or cancel his/her proposed shared parental leave dates following the submission of a period of leave notice, provided that he/she provides his/her employer with a written notice not less than eight weeks before any period of leave varied or cancelled by the notice is due to commence. The written notice can:

• vary the start date or the end date of any period of shared parental leave or cancel a request for leave;
• request that a continuous period of leave become discontinuous periods of leave; or
• request that discontinuous periods of leave become a continuous period of leave.

6.8 **Limit on number of requests for leave**

The employee can provide a combined total of up to three period of leave notices or variations of period of leave notices per pregnancy, although the council may waive this limit in some circumstances.

7. **Continuous Period of Shared Parental Leave**

7.1 If the employee submits a period of leave notice requesting one continuous period of leave, he/she will be entitled to take that period of leave.

8. **Discontinuous Periods of Shared Parental Leave**

8.1 The employee may submit a period of leave notice requesting discontinuous periods of leave. For example, the mother and partner could request a pattern of leave from their respective employers that allows them to alternate childcare responsibilities.

8.2 If the employee submits a period of leave notice requesting discontinuous periods of leave, the council, in the two weeks beginning with the date the period of leave notice was given, can:

• consent to the pattern of leave requested;
• propose an alternative pattern of leave; or
• refuse the pattern of leave requested.
8.3 If agreement is reached within those two weeks, the employee is entitled to take the leave on the dates agreed.

8.4 If no agreement has been reached within that two-week discussion period, the employee is entitled to take the leave as one continuous period of leave. In that event, the employee must choose a start date for the leave that is at least eight weeks from the date on which the period of leave notice was originally given. The employee must notify the council of that date within five days of the end of the two-week discussion period. If the employee does not choose a start date within five days of the end of the two-week discussion period, the period of continuous leave will start on the date of the first period of leave requested in the period of leave notice.

8.5 Alternatively, if the council has refused the request or no agreement has been reached during the two-week discussion period, the employee may withdraw a period of leave notice requesting discontinuous periods of leave. The employee can withdraw a period of leave notice at any time on or before the 15th day after the period of leave notice was given. A notice for discontinuous leave that has been withdrawn before it is agreed does not count towards the total number of requests for leave that an employee can make.

9. **Amount of Shared Parental Pay Available**

9.1 Statutory shared parental pay is available for eligible parents to share between them while on shared parental leave. The number of weeks’ statutory shared parental pay available to the parents will depend on how much statutory maternity pay or maternity allowance the mother has been paid when her maternity leave or pay period ends.

9.2 A total of 39 weeks' statutory maternity pay or maternity allowance is available to the mother. As there is a compulsory maternity leave period of two, this means that a mother who ends her maternity leave at the earliest opportunity could share up to 37 weeks' statutory shared parental pay with her partner (although it will normally be less than this because of the maternity leave that mothers usually take before the birth).

9.3 Any statutory shared parental pay due during shared parental leave will be paid at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate.

9.4 It is up to the parents as to who is paid the statutory shared parental pay and how it is apportioned between them.

10. **Eligibility for Statutory Shared Parental Pay**

For employees to be eligible for statutory shared parental pay, both parents must meet certain eligibility requirements.

10.1 **Mother's eligibility for statutory shared parental pay**

The mother is eligible for statutory shared parental pay if she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with her employer until the week before any period of shared parental pay that she gets;
- has normal weekly earnings for a period of eight weeks ending with the 15th week before the expected week of childbirth of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- is absent from work and intends to care for the child during each week in which she
receives statutory shared parental pay; and
• is entitled to statutory maternity pay in respect of the child, but the maternity pay period has been reduced.

In addition, for the mother to be eligible for statutory shared parental pay, the partner must:

• have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
• have, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
• have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks.

10.2 Partner’s eligibility for statutory shared parental pay

The partner is eligible for statutory shared parental pay if he/she:

• has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with his/her employer until the week before any period of shared parental pay that he/she gets;
• has normal weekly earnings for eight weeks ending with the 15th week before the expected week of childbirth of at least the lower earnings limit for national insurance contribution purposes;
• has, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
• is absent from work and intends to care for the child during each week in which he/she receives statutory shared parental pay.

In addition, for the partner to be eligible, the mother must:

• have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
• have average weekly earnings of at least the maternity allowance threshold [currently £30] for any 13 of those 66 weeks;
• have, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child; and
• be entitled to statutory maternity pay or maternity allowance in respect of the child, but the maternity pay period or maternity allowance period has been reduced.

11. Rights During Shared Parental Leave

11.1 During shared parental leave, all terms and conditions of the employee's contract except normal pay will continue. Salary/wages will be replaced by statutory shared parental pay/pay under the council's enhanced shared parental pay scheme if the employee is eligible for it.

11.2 This means that, while sums payable by way of wages/salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue. Pension contributions will continue to be paid.

12. Contact During Shared Parental Leave

12.1 The council reserves the right to maintain reasonable contact with employees during shared parental leave. This may be to discuss employees' plans for their return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.
12.2 An employee can agree to work for the council (or to attend training) for up to 20 days during shared parental leave without that work bringing the period of his/her shared parental leave and pay to an end. These are known as "shared-parental-leave-in-touch" (SPLIT) days.

12.3 The council has no right to require employees to carry out any work and employees have no right to undertake any work during their shared parental leave. Any work undertaken is entirely a matter for agreement between employees and the council.

12.4 You will be paid for any hours work undertaken on SPLIT day in line with your contracted rate of pay. The combined entitlement to pay and shared parental leave payment must not exceed the contracted rate of pay for that day.

13. Returning to Work Following Shared Parental Leave

13.1 The employee has the right to resume working in the same job when returning to work from shared parental leave if the period of leave, when added to any other period of shared parental leave, statutory maternity leave or statutory paternity leave taken by the employee in relation to the same child, is 26 weeks or less.

13.2 If the employee is returning to work from shared parental leave and the period of leave taken is more than 26 weeks, when added to any other period of shared parental leave, statutory maternity or paternity leave taken in relation to the same child, or was the last of two or more consecutive periods of statutory leave that included a period of ordinary parental leave of more than four weeks, or a period of additional maternity leave, the employee has the right to return to the same job unless this is not reasonably practicable. In these circumstances, if it is not reasonably practicable for the council to permit a return to the same job, the employee has the right to return to another job that is suitable and appropriate for him/her.
### Shared parental leave: maternity leave curtailment notice

<table>
<thead>
<tr>
<th>Name of employee:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Job title:</td>
<td></td>
</tr>
</tbody>
</table>

I wish to bring my [ordinary/additional] maternity leave [and statutory maternity pay] to an end to be able to take shared parental leave. I have also completed a form providing a notice of entitlement and intention to take shared parental leave/declaration that my partner has provided a notice of entitlement and intention to take shared parental leave to his/her employer and that I consent to the amount of leave that he/she intends to take.

| I wish to end my ordinary/additional maternity leave on: |  |
| I wish my statutory maternity pay period (if applicable) to end on: |  |

Signed:  
Dated:  

**Notes**

You should complete and submit this form alongside the Council’s Form for a mother to provide a notice of entitlement and intention to take shared parental leave or the declaration that your partner has provided a notice of entitlement and intention to take shared parental leave to his/her employer and that you consent to the amount of leave that he/she intends to take.

Please think very carefully before you submit this form. Once the form is submitted, you can withdraw your maternity leave curtailment notice only in limited circumstances.

The date on which you end your maternity leave must be at least:

- eight weeks after the date on which you provide this notice to the organisation;
- two weeks [or four weeks for factory workers] after you give birth; and
- one week before what would have been the end of your additional maternity leave.
## Shared parental leave: revocation of maternity leave curtailment notice

<table>
<thead>
<tr>
<th>Name of employee:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Job title:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of maternity leave curtailment notice:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>I previously notified you that I wished to end my maternity leave on:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

I no longer wish to end my maternity leave and would like to revoke my maternity leave curtailment notice. [I would also like to revoke my maternity pay period curtailment notice.]

<table>
<thead>
<tr>
<th>Signed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dated:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

### Notes

You can withdraw your maternity leave curtailment notice only if:

- it is discovered that neither you nor your partner are entitled to shared parental leave or statutory shared parental pay and you withdraw your maternity leave curtailment notice within eight weeks of providing your maternity leave curtailment notice;
- you gave the maternity leave curtailment notice before the birth of your child and you withdraw your maternity leave curtailment notice within six weeks of your child’s birth; or
- your partner has died (if this is the case, please state the date of death here: [     ]).
Appendix 3a

Shared parental leave: notice of entitlement and intention (mother)

<table>
<thead>
<tr>
<th>Name of employee:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Job title:</td>
<td></td>
</tr>
</tbody>
</table>

I wish to provide the Council with an initial indication of my proposed shared parental leave, as well as the required declarations from myself and my partner.

Section A: information to be provided by employee

<table>
<thead>
<tr>
<th>My partner's name is:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>My maternity leave [started/is expected to start] on:</td>
<td></td>
</tr>
<tr>
<td>My maternity leave [ended/is expected to end] on:</td>
<td></td>
</tr>
<tr>
<td>My [child's expected week of birth is/child was born on]:</td>
<td></td>
</tr>
<tr>
<td>The total amount of shared parental leave my partner and I have available is:</td>
<td></td>
</tr>
<tr>
<td>I intend to take the following number of weeks' shared parental leave:</td>
<td></td>
</tr>
<tr>
<td>My partner intends to take the following number of weeks' shared parental leave:</td>
<td></td>
</tr>
<tr>
<td>I intend to take shared parental leave on the following dates (please include the start and end dates for each period of leave that you intend to take):</td>
<td></td>
</tr>
<tr>
<td>The total amount of shared parental pay (if applicable) my partner and I have available is:</td>
<td></td>
</tr>
<tr>
<td>I intend to take the following number of</td>
<td></td>
</tr>
<tr>
<td>weeks' shared parental pay (if applicable):</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>My partner intends to take the following number of weeks' shared parental pay (if applicable):</td>
<td></td>
</tr>
<tr>
<td>I intend to take shared parental pay on the following dates (if applicable):</td>
<td></td>
</tr>
</tbody>
</table>

**Section B: declaration to be completed by employee**

I [satisfy/will satisfy] the following eligibility requirements to take shared parental leave:

I [have/will have] 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and, by the week before any period of shared parental leave that I take, I will have remained in continuous employment with the council

At the date of the child's birth, I [have/will have] the main responsibility, apart from my partner, for the care of the child

I am entitled to statutory maternity leave in respect of the child

I have [complied with the council's maternity leave curtailment requirements/returned to work before the end of my statutory maternity leave period], and will comply with the council's shared parental leave notice and evidence requirements

The information that I have provided is accurate

I will immediately inform the council if I cease to care for the child

**Section C: declaration to be completed by employee's partner**

My name is:

My address is:

[My national insurance number is/I do not have a national insurance number]:

I [satisfy/will satisfy] the following eligibility requirements to enable the mother to take shared parental leave:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>I have been employed or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the expected week of childbirth</td>
<td></td>
</tr>
<tr>
<td>I have average weekly earnings of at least £30 for any 13 of those 66 weeks</td>
<td></td>
</tr>
<tr>
<td>At the date of the child's birth, I [have/will have] the main responsibility, apart from the mother, for the care of the child</td>
<td></td>
</tr>
<tr>
<td>I am the father of the child, or am married to, the civil partner of, or the partner of, the mother</td>
<td></td>
</tr>
<tr>
<td>I consent to the amount of shared parental leave that the mother intends to take</td>
<td></td>
</tr>
<tr>
<td>I consent to your organisation processing the information provided in this form</td>
<td></td>
</tr>
</tbody>
</table>

Section D: signatures

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed (mother):</td>
<td></td>
</tr>
<tr>
<td>Dated (mother):</td>
<td></td>
</tr>
<tr>
<td>Signed (partner):</td>
<td></td>
</tr>
<tr>
<td>Dated (partner):</td>
<td></td>
</tr>
</tbody>
</table>

Notes

The start date of the first period of shared parental leave that you wish to take must be at least eight weeks after you have provided this notice. Shared parental leave must be taken in blocks of at least one week.

This notice is to allow the organisation to check that you are entitled to shared parental leave and to provide the organisation with an initial indication of the shared parental leave pattern that you wish to take. The notice is not binding and you must give the organisation a period of leave notice at least eight weeks before the first period of shared parental leave in that notice that you wish to take. Any periods of shared parental leave that you indicate in this notice can be changed at a later date by giving the organisation a variation notice.
## Shared parental leave: notice of entitlement and intention (partner)

<table>
<thead>
<tr>
<th>Name of employee:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Job title:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

I wish to provide the council with an initial indication of my proposed shared parental leave, as well as the required declarations from myself and the mother.

### Section A: information to be provided by employee

<table>
<thead>
<tr>
<th>The mother’s name is:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The mother’s maternity leave [started/is expected to start] on:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The mother’s maternity leave [ended/is expected to end] on:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The mother [received/is expected to receive] the following periods of [statutory maternity pay/maternity allowance]:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>My [child's expected week of birth is/child was born on]:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The total amount of shared parental leave the mother and I have available is:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>I intend to take the following number of weeks’ shared parental leave:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The mother intends to take the following number of weeks' shared parental leave:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>I intend to take shared parental leave on the following dates (please include the start and end dates for each period of leave that you intend to take):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The total amount of shared parental pay (if</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
applicable) the mother and I have available is:

I intend to take the following number of weeks' shared parental pay (if applicable):

The mother intends to take the following number of weeks' shared parental pay (if applicable):

I intend to take shared parental pay on the following dates (if applicable):

**Section B: declaration to be completed by employee**

I declare that I [satisfy/will satisfy] the following eligibility requirements to take shared parental leave:

- I [have/will have] 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and, by the week before any period of shared parental leave that I take, I will have remained in continuous employment with the council.
- At the date of the child's birth, I [have/will have] the main responsibility, apart from the mother, for the care of the child.
- I will comply with the organisation's shared parental leave notice and evidence requirements.
- The information that I have provided is accurate.
- I am the father of the child, or am married to, the civil partner of, or the partner of, the mother.
- I will immediately inform the council if I cease to care for the child or if the child’s mother informs me that she has revoked the curtailment of her maternity leave or pay period.

**Section C: declaration to be completed by the mother**

My name is:
<table>
<thead>
<tr>
<th>My address is:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>[My national insurance number is/I do not have a national insurance number]:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>I [satisfy/will satisfy] the following eligibility requirements to enable my partner to take shared parental leave:</th>
</tr>
</thead>
<tbody>
<tr>
<td>I have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth</td>
</tr>
<tr>
<td>I have average weekly earnings of at least £30 for any 13 of those 66 weeks</td>
</tr>
<tr>
<td>At the date of the child's birth, I [have/will have] the main responsibility, apart from my partner, for the care of the child</td>
</tr>
<tr>
<td>I am entitled to statutory maternity leave, statutory maternity pay or maternity allowance in respect of the child</td>
</tr>
<tr>
<td>I have [curtailed my maternity leave/returned to work before the end of my statutory maternity leave period]</td>
</tr>
<tr>
<td>I consent to the amount of shared parental leave that my partner intends to take</td>
</tr>
<tr>
<td>I will immediately inform my partner if I no longer meet the requirements to curtail my maternity leave (and pay, if applicable)</td>
</tr>
<tr>
<td>I consent to your organisation processing the information provided in this form</td>
</tr>
</tbody>
</table>

**Section D: signatures**

<table>
<thead>
<tr>
<th>Signed (partner):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dated (partner):</td>
</tr>
<tr>
<td>Signed (mother):</td>
</tr>
<tr>
<td>Dated (mother):</td>
</tr>
</tbody>
</table>
Notes

The start date of the first period of shared parental leave that you wish to take must be at least eight weeks after you have provided this notice. Shared parental leave must be taken in blocks of at least one week.

This notice is to allow the council to check that you are entitled to shared parental leave and to provide us with an initial indication of the shared parental leave pattern that you wish to take. The notice is not binding and you must give a period of leave notice at least eight weeks before the first period of shared parental leave in that notice that you wish to take. Any periods of shared parental leave that you indicate in this notice can be changed at a later date by giving the council a variation notice.
## Shared parental leave: variation of notice of entitlement and intention

<table>
<thead>
<tr>
<th><strong>Name of employee:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Job title:</strong></td>
<td></td>
</tr>
</tbody>
</table>

I previously provided the organisation with an initial indication, in my notice of entitlement and intention dated [date], of my proposed shared parental leave dates. I now wish to amend my proposed shared parental leave dates. My partner and I agree to this change.

I now intend to take shared parental leave on the following dates (please include the start and end dates for each period of leave that you now intend to take):

| **I have already notified the council in any period of leave notice or a variation of period of leave notice (if applicable) that I will be taking the following periods of shared parental leave:** |  |
| **My partner has already notified his/her employer in any period of leave notice or a variation of period of leave notice (if applicable) that he/she will be taking the following periods of shared parental leave:** |  |
| **I have already notified the council of the following periods of statutory shared parental pay (if applicable):** |  |
| **My partner has already notified his/her employer of the following periods of statutory shared parental pay (if applicable):** |  |

Signed (mother):

Dated (mother):

Signed (partner):

Dated (partner):
Notes

This variation of notice of entitlement and intention is not binding. You must still provide a period of leave notice in relation to the period of leave that you are seeking to change. There is no limit on the number of variations of notice of entitlement and intention that you can make, although you can give a maximum of three period of leave notices.
## Shared parental leave: period of leave notice

<table>
<thead>
<tr>
<th>Name of employee:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Job title:</td>
<td></td>
</tr>
</tbody>
</table>

I wish to take the following period(s) of shared parental leave. Please complete either section A or section B.

### Section A: please fill out if your child has already been born or if you know the exact dates on which you would like to take shared parental leave.

I intend to take shared parental leave on the following dates (please include the start and end dates for each period of leave that you intend to take):

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
</table>

### Section B: please fill out if your child has not been born yet and you wish your shared parental leave to start either on the day on which your child is born, or a specified number of days after the day on which your child is born.

I wish my shared parental leave to start [on the day on which my child is born/the following number of days after the date on which my child is born]:

|  |

I wish my shared parental leave to end the following number of days after the date on which my child is born:

|  |

Signed:

|  |

Dated:

|  |

Notes

You can request to take shared parental leave in one continuous block (in which case the council is required to accept the request as long as you meet the eligibility and notice requirements), or as a number of discontinuous blocks of leave (in which case you need the council's agreement). A maximum of three requests for leave per pregnancy can normally be made by each parent.
The start date of the first period of shared parental leave that you wish to take must be at least eight weeks after you have provided this notice. Shared parental leave must be taken in blocks of at least one week.

This notice is to confirm to the council the shared parental leave that you intend to take. You must have already submitted a notice of entitlement and intention before using this form.

The council recognises that employees' plans can change. However, it is recommended that you and your partner think carefully about your shared parental leave before submitting this form, as opportunities to amend requests for shared parental leave are limited. Apart from exceptional circumstances, you can submit a period of leave notice or a notice that you have changed your mind about shared parental leave dates on a combined total of just three occasions.

You and your partner must take any shared parental leave within 52 weeks of the birth of your child.
### Shared parental leave: variation of period of leave notice

<table>
<thead>
<tr>
<th>Name of employee:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Job title:</td>
<td></td>
</tr>
</tbody>
</table>

I previously provided the council with notice of my proposed shared parental leave in a period of leave notice dated [date]. I now wish to amend my shared parental leave request.

I had already notified the council in my period of leave notice or a variation of period of leave notice (if applicable) that I would be taking the following periods of shared parental leave:

I now intend to take shared parental leave on the following dates instead (please include the start and end dates for each period of leave that you now intend to take):

I have already notified the council of the following periods of statutory shared parental pay (if applicable):

Signed:

Dated:

**Notes**

This notice is to amend a period of shared parental leave that you intend to take and that you provided in a period of leave notice. You must have already submitted a period of leave notice before using this form.

This variation of notice of entitlement and intention is not binding. You must still provide a period of leave notice in relation to the period of leave that you are seeking to change. There is no limit on the number of variations of notice of entitlement and intention that you can make, although you can give a maximum of three period of leave notices.

The council recognises that employees' plans can change. However, it is recommended that you and your partner think carefully about your shared parental leave before submitting this form, as opportunities to amend your requests for shared parental leave are limited. Apart from exceptional circumstances, you can submit a period of leave notice or a notice that you have changed your
mind about shared parental leave dates on a combined total of just three occasions.

You and your partner must take any shared parental leave within 52 weeks of the birth of your child.
Employee Code of Conduct
## Contents

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Introduction</td>
</tr>
<tr>
<td>2.</td>
<td>Standards of Conduct</td>
</tr>
<tr>
<td>3.</td>
<td>Proper Use of Council Resources</td>
</tr>
<tr>
<td>4.</td>
<td>Political Neutrality</td>
</tr>
<tr>
<td>5.</td>
<td>Disclosure of Information</td>
</tr>
<tr>
<td>6.</td>
<td>Relationships</td>
</tr>
<tr>
<td>7.</td>
<td>Interests</td>
</tr>
<tr>
<td>8.</td>
<td>Gifts and Hospitality</td>
</tr>
<tr>
<td>9.</td>
<td>Fraud and Corruption</td>
</tr>
<tr>
<td>10.</td>
<td>Breaches of the Code of Conduct</td>
</tr>
<tr>
<td>11.</td>
<td>Equality Impact Assessment and Monitoring</td>
</tr>
<tr>
<td>12.</td>
<td>Data Protection Act 1998</td>
</tr>
</tbody>
</table>

Appendix 1: Rules of Conduct
Wyre Council Code of Conduct

1. Introduction

1.1 The public is entitled to expect the highest standards of conduct from all Council officers. Your role is to serve the Council in delivering services to the local community, providing advice and implementing its policies. In performing your duties, you must act with integrity, honesty, impartiality and objectivity.

This Code applies to all Wyre Council staff and describes the minimum standards of behaviour required. Maintaining these standards will ensure best practice and protect you from misunderstanding or criticism. Where the Council has a policy or protocol that provides more detail on specific issues, the name of the policy or protocol is in italics at the end of a section.

For ease of reference the main rules of conduct are listed in Appendix 1 but more detailed information is included below.

1.2 Key Points

There are four key points to remember in all that you do: ensure your conduct:
- is never influenced by personal gain;
- could not give anyone reason to question your motives;
- is always in line with the Council's policies and procedures.
- does not bring the Council into disrepute.

1.3 The Council's Constitution

The Council has certain powers and duties that are set out in a formal document, the Constitution. The Council must act under the Constitution and the law; otherwise it will be acting ultra vires, that is, beyond the scope or in excess of its legal power or authority.

While you may not use the Constitution in your day-to-day work it is a useful reference for all matters relating to the composition of the Council, rules about members and committee meetings, financial and procurement procedures and other issues of relevance to officers.

2. Standards of Conduct

2.1 You have a duty to uphold the law and to act on all occasions in accordance with the public trust placed in you, and in such a way as to preserve public confidence in your authority.

2.2 You have a general duty to act in the interests of your authority as a whole and the local community it represents.

2.3 As well as avoiding actual impropriety, you should avoid any appearance of improper behaviour.

2.4 Where you have private interests which conflict with your public duty you must resolve
2.5 You should make relevant declarations of interest whenever you consider that your personal interests may be in conflict with the authority’s interests.

2.6 You should work with councillors in a spirit of mutual respect and co-operation.

2.7 When making appointments, awarding contracts, or transacting other business, you should ensure that your decisions are made solely on merit.

2.8 You should ensure that confidential material, including material about individuals, is handled in accordance with legislative requirements.

2.9 You should avoid accepting gifts and hospitality that might reasonably be thought to influence your judgement.

3. Proper Use of Council Resources

3.1 The Council is responsible for the efficient use of the public resources it controls including financial resources, equipment and its staff. You must not use council premises, property or facilities unless authorised to do so. Some facilities, such as photocopying, may be made available to officers for private use on agreed terms and with prior approval.

All officers have a duty to abide by the highest standards of probity in dealing with financial issues. You must operate within the financial regulations and financial procedure rules to ensure that all the Council’s transactions, material commitments, contracts and other essential accounting information is recorded completely, accurately and on a timely basis.

You are required to ensure that Internal Audit and the Council’s external auditor are given access at all reasonable times to premises, personnel, documents and assets that they consider necessary for the purposes of their work.

3.2 Use of Technology, Telephones, Internet and Email

You should be familiar with the rules relating to personal use of equipment, the prohibitions on accessing or downloading racist, sexist, pornographic or violent websites or material, virus protection and the use of unapproved software.

Users must ensure that they use social media sensibly and responsibly, in line with council policy. They must ensure that their use will not adversely affect the council or its business, not be damaging to the council’s reputation and credibility or otherwise violate any council policies.

Officers may make personal telephone calls using the landline whilst at work but such calls should be kept to a minimum. All personal use of a works mobile will be charged at the full rate.

The Council does allow for personal use of e-mail and the internet providing that it is not excessive, does not interfere with your normal activities and it is made clear that any message sent is not on behalf of the Council.
For further information see:

*ICT Computer Use Policy*
*Social Media and Employment Policy.*

## 4. Political Neutrality

### 4.1 Advice to Members

Employees serve the Council as a whole and not any political grouping or individual Councillor. Employees must always operate in a fair and even-handed manner.

Employee support is limited to information and advice on Council business. It does not extend to Party or external business.

Employees need to be aware that should they attend political group meetings these may include non-members of the Council who are not subject to the Council of Conduct.

When providing information or advice to political groups, Employees must at all times maintain confidentiality and political neutrality.

### 4.2 Politically restricted posts

Some local government employees are contractually prohibited from participating in certain “political activities” namely:

- Chief Executive;
- Monitoring Officer;
- Corporate Directors;
- All posts where the salary is or exceeds spinal column point 44 (Grade 12);
- Posts where the holders are responsible for advising members or speaking on behalf of the authority on a regular basis (even where the salary is below point 44);

Where a local authority employee holds a politically restricted post, he/she may not:
- be an elected member of another authority (except Town or Parish Councils);
- hold office in a political party;
- canvass on behalf of a political party;
- become an MP or an MEP.

This restriction includes a prohibition on public acts in support of a political party such as canvassing and speaking or writing publicly in a personal capacity on subjects that are politically controversial, but other public protests can be made in the same way as other officers.

The Council is obliged, by law, to enforce this contractual obligation.

## 5. Disclosure of Information

### 5.1 Confidentiality

Confidential information obtained in the course of your work must not be divulged to
any person (inside or outside the Council’s employment) who is not authorised to receive it, unless there is a requirement by law to do so. Similarly, no information concerning another employee’s affairs, known about through work, is to be given to any person not authorised to receive it, without the consent of that employee.

If you are in any doubt about disclosing information then you are expected to seek guidance from your manager.

<table>
<thead>
<tr>
<th>5.2</th>
<th>Transparency Code / Freedom of Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Council is committed to open government and the law requires that certain types of information must be made available to members, auditors, government departments, service users, and the public. In particular, the Freedom of Information Act 2000 gives a legal right of access to information held by the Council, subject to certain exemptions.</td>
<td></td>
</tr>
<tr>
<td>For further information or guidance concerning freedom of information requests please contact the legal services team and for the Open Data/ Transparency Code please contact the transformation team.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6.</th>
<th>Relationships</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1</td>
<td>Employees should always remember their responsibilities to the community and should provide courteous, efficient and impartial service delivery to all groups and individuals within the community.</td>
</tr>
<tr>
<td>The Council has adopted a protocol to govern the relationship between members and officers which forms part of the Constitution.</td>
<td></td>
</tr>
<tr>
<td>You are also expected to apply the same high standards of conduct in your dealings with colleagues as with the public. The disruption of other’s work or the acting in any way that unnecessarily makes the tasks of others more difficult or more time consuming is unacceptable behaviour.</td>
<td></td>
</tr>
</tbody>
</table>

| 6.2 | Relationships with Contractors |
| Orders and contracts must be awarded on merit, by fair competition, in accordance with the Council's Financial Regulations and Financial Procedure Rules. |
| You should ensure that no special favour is shown to current or recent former employees or their partners, close relatives or associates in awarding contracts. |
| Those involved in the tendering process and dealing with contractors should be clear on the separation of client and contractor roles within the authority. Employees who have both a client and contractor responsibility must be aware of the need for accountability and openness. |
| Employees who are privy to confidential information on tenders or costs for either internal or external contracts should not disclose that information to any unauthorised party or organisation. |
### 6.3 Appointments and other employment matters

All appointments should be made on merit and in accordance with the Council's agreed procedures. In order to avoid any possible accusation of bias, managers should not be involved in an appointment where they are related to an applicant, have a close personal relationship outside work with him or her, or if their knowledge of an applicant is such that they cannot maintain objectivity.

Similarly, employees should not be involved in decisions relating to discipline, promotion or pay adjustments for any other employee who is a friend, partner, relative or a person to whom the employee owes (or is owed) an obligation.

### 7. Interests

#### 7.1 Personal Interests

Personal interests that may impinge or might reasonably be deemed by others to impinge on an employee’s impartiality or conflict with the duty owed to the Council should be declared in writing. These could be an officer’s interests outside work, membership or affiliations to societies or clubs, business interests etc. Anything that may lead to allegations of bias or favouritism; whether it is financial or political, should be declared.

Employees must also declare any financial or non-financial interests that they consider could bring about conflict with the Council’s interests, for instance:

- membership of an organisation receiving grant aid from the council
- membership of an organisation or pressure group which may seek to influence the Council’s policies
- having a beneficial interest in property or land which is within the Council’s district and is subject to any Council business e.g. subject to housing benefit / planning application etc.
- A financial interest (directly or indirectly) in a contract which the Council is about to enter into (or has already done do). This applies to an employee who is a member, a partner or an employee of a company or organisation party to a contract.

#### 7.2 Declaring an Interest

Employees who have an interest, financial or non-financial, should not involve themselves in any decision or allocation of Council services or resources from which they, their friends, persons to whom they owe (or are owed) an obligation, or family might benefit and should ensure that the matter is referred immediately to their line manager. The details should then be passed to the Head of Governance to be entered onto the Council’s Register.

For further information see:

*Gifts and Hospitality and Registering Interests Policy.*
### 7.3 Outside Commitments

Although your activities during off duty hours are your personal concern they should not interfere with your duties as an employee of the Council, and you should not put yourself in a position where duty and private interests conflict. The Council will not normally prevent you from undertaking additional employment but any such employment must not, in the opinion of the Council, conflict with or be detrimental to the Council’s interest or in any way weaken public confidence in the conduct of the Council’s business.

Officers at Grade 8 or above may not in any case engage in any business or take up any additional job without permission of the Director. Directors require the permission of the Chief Executive and the Chief Executive needs the permission of Full Council.

Applications for consent should be submitted to Human Resources who will consult with the relevant Corporate Director, Chief Executive or Employment and Appeals Panel as appropriate.

The guiding principle will be that any such employment must not conflict with or react detrimentally to the authority's interests or in any way weaken public confidence in the conduct of the authority's business.

In any event, no outside work of any sort should be undertaken in the office and use of council facilities is forbidden.

The Council is mindful of its responsibility towards the health and wellbeing of its employees under the Working Time Regulations and the Health and Safety at Work Act and all employees are required to notify Human Resources of any other jobs they may have in addition to working at Wyre Council.

### 8. Gifts and Hospitality

**8.1 Offers of gifts and hospitality**

Offers of gifts and hospitality may include items ranging from diaries, stationery, boxes of chocolates, to free meals and golf days.

In exercising judgement as to whether to accept a gift or hospitality the question should be asked what public perception would be if the information was published given your role and circumstances.

It is your responsibility to ensure that you are not placed in a position that risks, or appears to risk, compromising your role with the council and you should not be seen to be securing gifts and hospitality by virtue of your job.

You should tactfully refuse all personal gifts and offers of hospitality that you think may damage public confidence in you.

**8.2 Registering gifts and hospitality**

The Council has a register for recording the receipt of gifts and hospitality, this register is kept by the Head of Governance.

If a gift is received or hospitality accepted **up to the value of £25**, unless it is of purely “token” value (e.g. diary, pen, free gift at an exhibition), it should be declared to your
Prior to accepting any gift or hospitality with a **value of £25 or more**, the Officer should seek authorisation from their immediate line manager, or their Director. **Only once consent has been given** should the Officer take ownership and the details must then be passed to the Head of Governance immediately for recording in the Council’s Register.

The Council prohibits the acceptance of cash gifts **of any value**.

For further information see:

*Gifts and Hospitality and Registering Interests Policy.*

### 9. Fraud and Corruption

#### 9.1 Council employees have an important role to play in relation to protection against fraud and corruption. You should report any concerns, associated with the Council’s finances, resources and responsibilities, to a senior line manager or the Head of Governance.

#### 9.2 Bribery is the act of offering money or other incentives to persuade somebody to do or not to do something, especially something dishonest or illegal. The Bribery Act makes it an offence for UK citizens and residents to pay or receive a bribe either directly or indirectly. This includes transactions that take place in the UK and abroad, and in both private and public organisations.

Employees must be aware that it is a serious criminal offence for them to receive or give any gift, loan, fee, reward or advantage for doing, or not doing, anything or showing favour, or disfavour, to any person in his/her official capacity.

For further information see:

*Anti-Fraud, Corruption and Bribery Policy.*

#### 9.3 Raising Concerns at Work - Grievances and Whistleblowing

The Council is committed to the highest standards of openness, probity and accountability.

If you have any concerns arising from:

(a) **your working conditions or relationships with colleagues** that you wish to have resolved you should raise any such issues with your Line Manager, their superior or contact a member of the Human Resources team, you may also wish to seek the support of your trade union representative.

For further information see:

*Grievance Policy and Procedure* and *Dignity at Work Policy*.
9.4 (b) any other aspect of the Council’s operations, for instance if you become aware of any activities that you believe are illegal, improper, unethical or in some other way inconsistent with the Employee Code of Conduct, or the Council’s Constitution, policies and procedures, there is a procedure for these concerns which follows the requirements of the Public Interest Disclosure Act 1998. You should normally raise such concerns with your immediate manager or their superior but this depends on the seriousness and sensitivity of the issues involved. If you believe that management is involved or there is serious malpractice you should approach the Head of Governance immediately.

For further information see:

*Whistleblowing Policy.*

<table>
<thead>
<tr>
<th>10.</th>
<th>Breaches of the Code of Conduct</th>
</tr>
</thead>
<tbody>
<tr>
<td>All employees are expected to accept and adhere to the Code of Conduct. Any breach of any part of the Code or its supporting policies and protocols may render the employee liable to disciplinary proceedings.</td>
<td></td>
</tr>
<tr>
<td>Further information on what may be considered to be breaches of the Code of Conduct and the likely consequences of doing so is to be found in the Council’s Disciplinary Policy.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11.</th>
<th>Equality Impact Assessment and Monitoring</th>
</tr>
</thead>
<tbody>
<tr>
<td>The operation of this policy will be monitored for its impact on different equality groups in line with the Equality Act 2010. This will enable the Council to assess whether any differences have an adverse impact on a particular group, such that further action would be required.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>In implementing this policy, the Council will ensure that any personal data relating to the application of this policy will be obtained, processed and destroyed in line with the requirements of the Data Protection Act 1998.</td>
<td></td>
</tr>
</tbody>
</table>
## Rules of Conduct

If a breach of these rules is established, it will constitute misconduct and may lead to action being taken under the Council’s Disciplinary Procedure. The more serious the breach the more likely it is possible that such a breach will be regarded as gross misconduct.

### The rules as set out below do not constitute a comprehensive list.

All employees are required:

<table>
<thead>
<tr>
<th>a)</th>
<th>To comply with any published work rule or with any legitimate and reasonable request, instruction or contractual requirement given by a supervisor, manager or Director.</th>
</tr>
</thead>
<tbody>
<tr>
<td>b)</td>
<td>To act in a manner, whether at work or outside work, which will (having regard to the employee’s position with the Council) ensure the confidence of the public in the Council and which will not have a serious adverse effect on any individual’s employment. This includes any convictions for a criminal offence and any corrupt or improper practice or breach of trust.</td>
</tr>
<tr>
<td>c)</td>
<td>To act in a proper and orderly manner and always act within the law on the Council’s premises or in the Council’s vehicles or in association with any official duty.</td>
</tr>
<tr>
<td>d)</td>
<td>To act in a manner that would not result in an action against the Council for negligence.</td>
</tr>
<tr>
<td>e)</td>
<td>To comply with health and safety regulations.</td>
</tr>
<tr>
<td>f)</td>
<td>To act in accordance with the Council’s equal opportunities policy.</td>
</tr>
<tr>
<td>g)</td>
<td>To treat colleagues, elected members, the public or clients on the Council’s premises or in the Council’s vehicles used in association with any official duty with dignity and respect. Threatening, intimidating or abusive behaviour or indeed physical assault would be in breach of this requirement.</td>
</tr>
<tr>
<td>h)</td>
<td>Not to lose or damage the Council’s equipment and/or property by wilful or negligent act.</td>
</tr>
<tr>
<td>i)</td>
<td>To act honestly in relation to the Council’s property. Theft of or unauthorised or improper use of Council vehicles, equipment, materials or labour (including unauthorised use of or tampering with any computer or associated equipment and software) or theft from a service user would be regarded as a breach of this rule.</td>
</tr>
<tr>
<td>j)</td>
<td>To act honestly in relation to the Council’s funds. Theft, misappropriation, failure to account for or fraudulently claiming any money belonging to the Council or its service users would be regarded as a breach of this rule.</td>
</tr>
</tbody>
</table>
k) To attend work between the contracted times and for the contracted number of hours a week and not to be absent from work without permission or, if sick, without notifying the supervisor or such absence. Doctors’ medical certificates must be submitted within the prescribed time limits.

l) To act in accordance with the Council’s Promoting Attendance and Controlling Absence Policy and not to act in a manner which would impair recovery and delay a return to work when absent due to illness or injury.

m) To accurately maintain the Council’s records or documents. Alteration, mutilation or destruction of any record or document unless properly authorised to do so or falsification of any record or document will be regarded as a breach of this rule.

n) To report or record any matter in respect of which there is a duty to report or record. For example, there is a duty to report to a suitable person (who may be a Police Officer) any illegal or corrupt act by another employee or another person on the Council’s premises or who is using Council facilities.

o) Not to disclose confidential information to any unauthorised person.

p) To act in accordance with the Council’s safeguarding policies:
   - Child and Young Person Protection Policy
   - Safeguarding Adults Policy
Pay and Time Off in Lieu Policy

Revised March 2015
1. Statement of Intent

1.1 Wyre Council intends to manage the pay of its workforce in order to regulate expenditure, ensure transparency, fairness and consistency in pay determination, control pay drift and conform with pay agreements reached on behalf of its employees both nationally and locally.

2. Scope

2.1 This policy explains the Council’s agreed terms and conditions on pay and applies to all Wyre Council employees engaged on National Joint Council for Local Government Services [Green Book] conditions of service.

3. Roles and Responsibilities

3.1 The Council is responsible for:

The responsibility for the pay structure rests with the Council, who through its Officers and principally based on the advice delivered by the Head of Business Support will establish consistency and conform with equal pay legislation.

3.2 The Corporate Directors and Heads of Service will be responsible for:

- providing Human Resources with appropriate documentation, including time sheets, variation of hours, overtime and mileage claims etc. to enable the payment of salaries and wages;
- providing Human Resources with job descriptions and other information required to enable the determination of grade, wage or salary level for posts in their services;
- advising Human Resources of any variation, or proposed variation, of duties and responsibilities attached to a post in their Directorate which may have implications for the wage, grade or salary for that post.

3.3 The Head of Business Support is responsible for:

- advising the Council on wage rates, salary levels, job evaluation, wage and salary review procedures;
- maintaining an up to date establishment list which will contain each post on the Council’s establishment, with information relating to the remuneration and other payments relative to each employee;
- advising all employees of changes to their wage and salary levels, and making appropriate variations to their written particulars of employment as required by the Trade Union Reform and Employment Rights Act 1993, and Employment Rights Act 1996;
- administering the appeals procedures relating to grading matters;
- the payment of wages and salaries to the Council’s employees in accordance with the terms of their contract with the Council;
• making lawful deductions from the wages and salaries of the Council’s employees in accordance with legislation summarised in the Employment Rights Act 1996;
• issuing an itemised pay statement to each employee of the Council at or before the time at which any payment of wages or salary is made in accordance with the Employment Rights Act 1996.

4. **Pay Procedures**

4.1 Wyre Council will pay its employees’ salaries which reflect the agreement reached by the National Agreement on Pay and Conditions of Service, except in circumstances

- where locally agreed variations are in place
- which are jointly agreed between the Council and representatives of its employees in the furtherance of successful tenders for areas of activity which are exposed to competitive tendering,
- where the Council has taken into its employment employees of other councils or contractors under the TUPE regulations.

4.2 The appropriate grade for any particular post will be determined by Job Evaluation and administered by Human Resources.

4.3 **New Appointments**

Staff newly employed by the authority will normally be appointed to the initial point of the established grade for the post unless their skills, experience or previous salary justifies paying a higher scale point within that established grade. Offers above the initial point should only be made in consultation with Human Resources and the Corporate Director.

4.4 **Incremental Progression**

Progression through the grade from one increment to the next will normally take place on the 1 April each year until the maximum point of the scale is reached.

However Officers with less than six months service by 1 April will be granted their first increment six months after their appointment, promotion or re-grading; except where their salary on 1 April following the change would be less than one spinal column point in excess of the salary they would have received on that day in their old grade, when they shall be entitled to their first increment on 1 April.

4.5 Increments may be accelerated within an employee’s scale on the grounds of special merit or ability subject to approval of the Corporate Director.

4.6 At the discretion of management and in consultation with Human Resources employees can be accelerated up to two increments (within the grade) subject to the successful completion of a final examination of an approved course of study.

4.7 Increments may be withheld from any employee following an adverse report on an officer (subject to the normal rights of appeal). Any increment withheld may be
paid subsequently when the employee’s services become satisfactory.

4.8 **Recompense for Undertaking Temporary Additional Duties**

An employee who, for any reason other than the annual leave of another officer, is called upon by their Corporate Director to undertake the full duties and responsibilities of a higher graded post for a continuous period of at least four weeks is entitled to receive a salary in accordance with the first increment of the grade of the higher graded post temporarily occupied. Once qualifying the higher salary will be paid with effect from the first day on which the employee was required to undertake the duties and responsibilities of the higher graded post.

4.9 Where an employee undertakes additional responsibility in the absence of a more senior officer (for any reason other than annual leave), albeit not the full duties and responsibilities, any entitlement to additional payments will be subject to the qualifying period set out in 4.8 above and will be based on an evaluation of the additional duties under the Council’s Job Evaluation Procedure.

Such payments are to be determined by the Head of Business Support after consultation with the Corporate Director.

4.10 **Grading, Re-grading and Appeals**

Proposals for the management of the grading of new and changed posts, re-grading applications and appeals can be found on the Council’s Intranet.

4.11 **Equal Pay Audit**

It is intended that Human Resources conduct an equal pay audit every two years.

4.12 **Equality Impact Assessment**

Human Resources will assist Line Managers to conduct an Equality Impact Assessment on all restructuring proposals.

### 5 Overtime and Time Off in Lieu (TOIL)

5.1 Overtime pay is defined as the additional pay claimed as a result of additional hours worked to contracted hours. It can be planned or occasionally unplanned. Unless an employee has a contractual entitlement to overtime or it has been authorised in advance by the appropriate line manager a claim for overtime will not be considered.

Planned overtime is pre-determined and the need for the overtime will have come about either from special one off project work or to carry out essential IT work.

5.2 Time off in Lieu (TOIL) is defined as time taken off to compensate for planned (or occasionally unplanned) time worked in addition to contracted hours.

Subject to working patterns and contractual arrangements TOIL should normally only apply to hours worked before 7.15am and after 7.00pm.
Employees who work additional hours on an ad hoc basis are recompensed either with an overtime payment or time off in lieu (TOIL) through the flexible hours recording system.

**Employees on or below scp 28**

Employees on or below scp 28 who are required to work additional hours beyond their working week are entitled to receive overtime payments / TOIL on the following basis:

- Monday to Saturday – time and a half
- Sundays and Public and Extra Statutory holidays – double time (min 2 hours)

**Employees paid on scale point 29 or above**

Those who are paid on scale point 29 and above will receive overtime payments as outlined above but these will be calculated at scp 28.

Staff paid on scale point 29 and above will be entitled to TOIL at plain time for hours worked from Monday to Thursday, time and a half for Fridays and Saturdays and double time for Sundays and Bank Holidays.

**Part time employees**

Part time employees are entitled to receive overtime payments / TOIL only at times and in circumstances in which full-time employees in the establishment would qualify. Otherwise a full working week for full time employees shall be worked by a part time employee before these enhancements apply.

**Work undertaken under the emergency plan**

The normal restriction that part time workers will need to have worked 37 hours before attracting overtime payments / TOIL at enhanced rates will be set aside.

Employees recalled to work under the emergency plan will be paid as follows:

Employees on or below scp 28 who are required to work additional hours beyond their working week are entitled to receive overtime payments on the following basis:

- Monday to Saturday – time and a half
- Sundays and Public and Extra Statutory holidays – double time (min 2 hours)

Those who are paid on scale point 29 and above will receive overtime payments as outlined above but calculated at scp 28.

**Working Hours**

The Council is mindful of the Working Time Regulations and has a duty of care to protect the health and safety of its employees by ensuring that they do not work too many hours. The normal working week is one of 37 hours and employees should not work more than 48 hours a week unless agreed by the line manager.
Any requirement to work beyond the Working Time Regulations should be referred to the human resources team in the first instance.

If any employee regularly works additional hours, then working hours may need to be formally amended to reflect this.

5.9 Record Keeping

Where an employee currently utilises the Council’s flexitime system this will be the mechanism by which additional hours worked will be managed. In which case the arrangements for the operation of the flexitime system are detailed in the relevant policy and procedure.

Post holders who are required to work outside the normal core flexi time (7.15 am to 7.00pm Monday to Friday) on a regular basis, may have their carry over limit increased up to a maximum of 4 days to accommodate operational requirements. Any increase in the carryover from 2 to 4 days must be agreed by the Head of Service in consultation with the HR team.

It is the responsibility of Line Managers to monitor the accumulation of TOIL and additional hours should normally only be worked with the prior agreement of the Line Manager.

5.10 Taking TOIL

Every effort should be taken to take TOIL as soon as possible after it is accrued, however, it is recognised that this may be restricted due to operational requirements.

Where TOIL of more than half of a normal working day is being claimed this should be claimed in line with the principles of booking flexi or annual leave.

6. Additional Payments and Allowances

6.1 Saturday and Sunday Working

Plain time rates apply to the first 37 hours of any working week (excluding Public Holidays), irrespective of which days are worked and, thereafter, the appropriate additional hours provisions apply.

6.2 Night Work

To qualify for night work, the night time period must be 7 hours long and include the period between midnight and 5am.

Employees who work at night as part of their normal working week are entitled to receive an enhancement of time and one third for all hours worked between 8pm and 6 am.

6.3 Evening Work

A number of posts work into or in the evening on an ad hoc basis and are
recompensed either with an additional hours payment or time off in lieu. The time off in lieu entitlements will be calculated in accordance with this policy and administered via the flexible hours recording system.

If any employee regularly works evenings, then their working hours may need to be formally amended to reflect this.

### 6.4 Irregular Hours Payment

This is applicable only to those who have variable start and finish times due to tidal conditions. The amount is only payable for the period April to October and is calculated at 16% of scp 6.

### 6.5 Public and Statutory Holiday

Payment / TOIL for work undertaken on Public and Statutory Holidays will be made in accordance with National Agreement on Pay and Conditions of Service.

### 6.6 Albion and Neptune Standby

The standby payment which applies to Albion will also be paid for Neptune standby and the expertise level will be rewarded if and when there is a recall to work to deal with an incident. Payment for that work will be at the rates shown below:

- Time and a half is paid (or corresponding time off in lieu given) to any officer recalled to duty on scp 28 or below
- Plain time is paid (or corresponding time off in lieu given) to any officer recalled to duty on scp 29 or above
- Travel time be included in the time worked

### 6.7 Recall to Work /Informal Standby

Where an individual is not on formal standby, but they may be recalled to work to deal with a matter that has arisen, it is proposed that no standby payment be paid (on the basis that there is no requirement for any caretaker to be on standby). However they should be recompensed in accordance with the provisions below:

- Time and a half is paid (or corresponding time off in lieu given) to any officer recalled to duty on scp 28 or below
- Plain time is paid (or corresponding time off in lieu given) to any officer recalled to duty on scp 29 or above
- Travel time be included in the time worked

Should any part time employee be called to work under the emergency plan the normal restriction that part time workers will need to have worked 37 hours before attracting TOIL / overtime payments at enhanced rates will be set aside.

### 6.8 Duty Officers - Current Position

The Duty Officer role is not allocated to any particular post but these additional jobs are open to any employee to apply for. It is rare for the Duty Officer to be called out and monitoring ensures that the provisions of the Working Time
Directive are not breached.

It is proposed that the current weekly payment for Duty Officer standby of £257.79 is unchanged and in addition any call out be paid in accordance with the provisions below:

- Corresponding time off in lieu given
- Travel time be included in the time worked

6.9 **Food Safety Inspections**

These rates are updated by the value of the annual pay award each year.

6.10 **Market Supplements**

The Council is not proposing to introduce market supplements to any posts as a result of the new pay and grading structure. The Council has, however, already agreed (as part of its recruitment and retention strategy) that market supplements may be used if there is an evidenced recruitment and retention problem.

### 7. Equality Impact Assessment And Monitoring

7.1 The operation of this policy will be monitored for its impact on different equality groups in line with the Equality Act 2010. This will enable the Council to assess whether any differences have an adverse impact on a particular group, such that further action would be required.

### 8 Data Protection Act 1998

8.1 In implementing this policy, the Council will ensure that any personal data relating to the application of this policy will be obtained, processed and destroyed in line with the requirements of the Data Protection Act 1998.